

2009-2011 Labor Agreement

Racine Unified School District

and

Racine Education Association



It is the policy of the Racine Unified School District, pursuant to Wisconsin Statutes s.118.13 and PI9, that no person on the basis of gender, race, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability, may be denied admission to any school in this district or be denied participation in, be denied the benefits of, or be discriminated against in any curricular, extracurricular, pupil services, recreational, or other program or activity.

This policy also prohibits discrimination under related federal Statutes, including Title VI of Civil Rights Act of 1964 (race and national origin), Title IX of the Education Amendments of 1972 (gender) and Section 504 of the Rehabilitation Act of 1973 (handicap).

Any person who believes he or she has been discriminated against, in violation of this policy, may file a written complaint with the appropriate district official as designated by the Superintendent:

Area Superintendent
Racine Unified School District
2220 Northwestern Avenue
Racine, Wisconsin 53404



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Titles and subtitles of the contract provisions are for the purpose of reference only. Titles and subtitles are not part of this Agreement and should not be considered in any subsequent interpretation of this Agreement.

1 AGREEMENT

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF RACINE UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "Board" or "District"), and the RACINE EDUCATION ASSOCIATION (hereinafter referred to as the "Association") this 25th day of January, 2010.

The Board and the Association recognize that providing a high quality education for the children of the District is the most important objective. In achieving the objective, it is understood:

The Board is elected by the qualified electors of the District as the governing body of the District and possesses all powers delegated to a board of education or to a school district by the laws of the State of Wisconsin, together with the duties imposed thereby.

Providing a high quality education for the children of the District is a shared responsibility and it is recognized that teachers have the major role in direct contact with students;

THEREFORE, the high morale of the teaching staff, which depends on the willing services of well-qualified teachers who are satisfied with the conditions provided by the Board, is a necessity.

Attainment of the objective of high quality education requires mutual understanding and cooperation between the Board and the Association. To this end, negotiations in good faith between the Board and the Association with a free and open exchange of views are desirable.

NOW THEREFORE, it is agreed as follows:

3 PROFESSIONAL NEGOTIATIONS

3.1 Board/Association Representatives

Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by the committee, or designated representative or representatives.

3.2 Negotiate Successor Agreement

Beginning not later than January 1, the Board and the Association agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning wages, hours, and conditions of employment (provided written notice of desire to negotiate a changed agreement has been given by either party pursuant to the Duration Clause of this Agreement).

3.3 Final Agreement

The final agreement reached shall be binding on both parties and apply to all teachers, be reduced to writing, and be executed by the appropriate and duly authorized officer or officers of the Association and the Board.

3.4 Negotiation Sessions

In order to facilitate negotiations between the Board and the Association, discussion sessions between representatives of the Board and the Association will be held in private unless open meetings are mutually agreed upon. This does not preclude keeping Association membership, Board members, and administrative staff informed as to progress of negotiations.

3.5 Tentative Agreements

When tentative agreements are reached, they shall be reduced to writing and shall have conditional approval pending ratification by the Board and the Association membership.

3.6 Unauthorized Work-Stoppages

3.6.1 Resolve Differences/No Interruption of School Program

The Board and the Association subscribe to the principle that differences affecting hours, wages and conditions of employment of teachers shall be resolved by the terms of this Agreement in keeping with the high standards of the profession and without interruption of the school program.

3.6.2 No Strikes/Work-Stoppages

Accordingly, the Association agrees that there should be no strikes, work-stoppages, or other concerted refusal to perform work by the teachers covered by this Agreement.

3.6.3 Association Notice to Cease and Desist

Upon notification by the Board of any unauthorized work-stoppage, the Association shall make public that it does not authorize such violation and will direct its members to cease and desist. Having given such public notice, the Association shall be freed from all liability for any breach of this Section.

2 RECOGNITION

2.1 Exclusive Bargaining Representative

The Board recognizes the Association as the duly certified exclusive collective bargaining representative of all regular full-time and regular part-time certified teaching and nursing personnel employed by the District, but excluding on-call substitute teachers, interns, supervisors, administrators, and directors, as described in the certification instruments (Case 1: No. 10094 ME-172: Decision No. 7053) as issued by the Wisconsin Employment Relations Board on the 28th day of April, 1965 and (Case 1, No. 54328, ME-(U/C) 848: Decision No. 7053-F) as issued by the Wisconsin Employment Relations Commission on the 5th day of November, 1997. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association, as above described, including certified teachers in special federal or state funded programs. This provision is set forth merely to describe the bargaining representative and the bargaining unit covered by the terms of said collective bargaining agreement, and is not to be interpreted for any other purpose.

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4 TEACHER RIGHTS

4.1 Statutory/Constitutional Rights

The teachers and Association shall have and enjoy all of the rights and privileges granted to them by the Wisconsin Statutes and the Constitution of the United States.

4.2 Religious/Political Rights

Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

4.3 No Discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

4.4 Teacher Participation in Meetings, etc.

Any teacher mutually scheduled to participate during working hours in negotiations, grievance procedures, conferences, or meetings shall suffer no loss of compensation.

4.5 No Requirement to Join Association, etc.

Nothing contained in this Agreement shall require any teacher to be a member of or to participate in any association, labor organization, employee agency, or representation plan.

4.6 Academic Freedom

4.6.1 Endorsement of Academic Freedom

The Board and the Association endorse the concept of academic freedom.

4.6.2 Guarantee of Academic Freedom

Academic freedom shall be guaranteed to teachers; no undue limitation, censorship, or artificial restraint shall be placed upon the study, investigation, presentation, or interpretation of facts and ideas.

4.6.3 Teaching Controversial Subjects

The Board and the Association recognize that children must have freedom to learn and staff have freedom to teach areas of knowledge related to the adopted curriculum, which includes teaching according to established Board policy areas considered controversial.

4.6.4 Criticism of Curricular Material/Protection of Teacher

A fair procedure shall be followed to safeguard the legitimate interests of parents, teachers, students, administration, and the community. Individuals wishing to criticize a teacher's presentation of curricular material or controversial issues may do so in writing to the building principal and/or Superintendent. At the request of the teacher or the Association, the Board shall provide without cost to the teacher the information and support necessary to protect the teacher's academic freedom.

4.7 Personnel Files

4.7.1 Administrative Service Center Personnel File

A teacher and/or his/her designated Association representative by appointment with the Human Resources Department shall have access to his/her personnel file located in Administrative Service Center within three (3) working days of the request.

4.7.2 Building Personnel File

A teacher and/or his/her designated Association representative by appointment with his/her school principal shall have access to his/her school building personnel file within three (3) working days of the request.

4.7.3 Information not Accessible

No teacher shall have access to the following material:

4.7.3.1 All information or material put into his/her file before date of his/her employment begins,

4.7.3.2 Recommendations for upgrading or change of position,

4.7.3.3 Confidential medical reports.

4.7.4 Teacher Response to Material

A teacher may respond to any material in either file. Such response shall be included in the appropriate file.

4.7.5 Source of Material

An administrator who places materials in a teacher's personnel file shall verify, upon request, the source of such material where it is not readily apparent.

4.7.6 Removal of Adverse Material

With the exception of material put into a teacher's personnel file before his/her date of employment, recommendations for upgrading or change of position, medical or health reports, teacher evaluations and other material routinely kept in the ordinary course of business, any material adverse to a teacher will be removed from the teacher's personnel file after seven (7) years, upon the teacher's written request or before seven (7) years at the discretion of the Superintendent of Schools or his/her designee.

4.7.7 Complaints

Any written complaint about a teacher or written material the teacher's principal or other supervisor deems derogatory shall be promptly called to the teacher's attention. The teacher may respond; his/her response shall be reviewed by the administrator, attached to the complaint or written material and be included in the teacher's personnel file.

4.7.7.1 It is agreed by the parties that in instances where parents have oral complaints about a teacher, that the affected teacher be notified whenever feasible, and in all instances where the parents' concerns/complaints are addressed by an administrator in writing the teacher will first be given a meaningful opportunity to provide input for the response.

4.7.8 Compliments

Any written compliment relating to a teacher's job performance shall be promptly called to the teacher's attention and shall be included in the teacher's personnel file with the exception of compliments initiated by the Association or peers. However, these may be included at the District's discretion.

5 TEACHER DISCIPLINE PROCEDURE

5.1 Notification to Teacher

An administrator shall promptly notify a teacher verbally or in writing of any alleged failure to comply with policies, rules, or administrative directives of the District and, where appropriate, indicate a reasonable period for their correction. Where appropriate, progressive discipline shall be applied.

5.2 Notification to Association

Any allegation in the form of written disciplinary charges that could, if proven true, result in loss of compensation or employment, will be copied and mailed to the Association.

5.3 Association Representation

A teacher is entitled to have present an Association representative when s/he is subject to warning or discipline. This excludes help sessions or meetings at which concerns are being investigated in order to make a preliminary determination whether formal disciplinary charges are warranted. After receiving written notification the Association will have a representative present at all meetings with the administration relevant to such disciplinary charges, even if the teacher is not subject to warning or discipline at that time.

5.4 Good Cause and Due Process

No teacher whose employment has become permanent shall be discharged, suspended without pay or denied a pay increment, without good cause and due process. No teacher whose employment has become permanent shall be reprimanded without good cause and the opportunity to respond to such reprimand in writing.

5.5 Suspension/Administrative Action to Teacher

When, in the judgment of the Superintendent of Schools or his/her designee, a condition or situation arises that immediately affects a teacher's ability to function effectively in his/her assignment, the Superintendent of Schools or his/her designee may suspend such teacher with or without pay or take other appropriate administrative action.

5.6 Teacher Child Abuse Allegations

5.6.1 Preliminary Investigation

If allegations are made that a teacher has committed child abuse, the District will conduct an immediate preliminary investigation to determine whether there is a reasonable suspicion that such allegations are true. If such determination is made, the matter will be reported as required by law.

5.6.2 Suspension With Pay

If it is determined that there is reasonable suspicion of child abuse, the District will suspend the teacher with pay, unless it is impractical to do so and the District believes there is no immediate danger to any student, and will conduct a formal investigation in order to determine if a reasonable belief exists that such child abuse did occur. In the case where a reasonable belief exists, the District will prepare a charging document and give notice of a due process hearing prior to any disciplinary action being considered.

5.6.3 Notification to the Association

The District will notify the Association that the teacher has been suspended and state the general reasons why.

5.6.4 Reinstatement

If the District's investigation shows that administrative charges shall not be filed, the District will notify the teacher and the Association of that fact and reinstate the teacher to his/her regular duties.

5.6.5 Privacy

The investigation will be handled as discreetly as possible since the allegations themselves, even if determined to be unfounded, can be damaging to a person's professional reputation.

6 TEACHER PROTECTION

6.1 Assault Report

A teacher who is assaulted in the course of his/her employment shall make a report about it to his/her principal on a form provided by the Board. Forms are available in the principal's office. The principal shall send a copy of the form to the Support Services Office, which shall send a copy to the Association.

6.2 District Assistance to Teacher

A teacher shall be informed immediately of his/her rights and obligations with respect to such assault, and informed that the District will provide assistance by obtaining relevant information from the police or principal, by accompanying the teacher in court appearance, and providing other reasonable help.

6.3 Complaint Filed with Police

If the teacher wishes to file a complaint, the principal shall call the police to investigate the assault. The principal will call the police to investigate if the teacher is physically unable to tell the principal whether s/he wishes to file a complaint.

6.4 Criminal/Civil Proceeding Against Teacher

If criminal or civil proceedings are brought against a teacher alleging s/he committed an assault in connection with his/her employment, the Board shall provide the teacher all assistance necessary pursuant to Wisconsin Stats., Section 895.46.

6.5 Absence Due to Assault/Additional Sick Leave

A teacher who is absent as a result of being injured by an assault in the course of his/her employment will receive one hundred thirty (130) days additional sick leave without loss of pay, which shall be taken for this purpose before the teacher's sick leave defined in Subsections 21.1 and 21.2. The Board's medical consultant may monitor the use of such sick leave in order to determine whether it is used appropriately.

6.6 Security Inservice Committee

A security inservice committee consisting of three (3) persons appointed by the Superintendent of Schools or his/her designee and three (3) persons appointed by the President of the Association will be created within a reasonable period of time after this Agreement becomes effective. The committee will develop an inservice program for educational assistants functioning as school security and will present it to the Board for its approval, disapproval or modification.

7 TENURE & FAIR DISMISSAL

7.1 Probationary Teachers

All teachers shall be employed on probation until the tendering of the fourth contract. Then their employment shall be permanent except as provided hereinafter in this Section or as otherwise provided in this Agreement. A probationary teacher may be terminated without good cause. A probationary teacher whose employment is terminated by the Board during the school year, excluding contract nonrenewal, shall receive two (2) weeks severance pay at the discretion of the Human Resources Department.

7.2 Good Cause for Discharge of Teacher

No teacher whose employment has become permanent shall be refused employment, or discharged except for inefficiency, immorality, willful violation of the provisions of this Agreement, inadequate teaching, failure to reasonably comply with administrative rules or policies, or for other good cause as stated in a written charge based on fact.

7.3 Discharge of Teacher

The discharge or refused employment of a teacher shall be subject to the grievance procedure starting at Level Two (Subsection 9.3.2) or at Level Three (Subsection 9.3.3) if prior hearing before the Board had been held pursuant to Wis. Stats. 118.22 and/or in consideration of due process of law rights.

7.4 Tenure

A teacher will achieve tenure as provided in Section 7.1.

7.5 Regaining Tenure

Tenure will be continued for a teacher who, once having gained tenure, returns from a leave of absence. Teachers who formerly held tenure in the District and are re-employed may regain tenure prior to the fourth year of re-employment at the discretion of the Superintendent and the Board. This Section does not apply to any teacher who terminates employment except as noted above.

7.6 Probation Period for Part-Time Teachers (more than half-time)

Part-time teachers who teach half-time or more shall be employed on probation. After continuous and successful probation of three (3) years and the gaining of the fourth contract, their employment shall be permanent except as may be provided in this Agreement.

7.7 Probation Period for Part-Time Teachers (less than half-time)

Part-time teachers who teach less than half-time shall be employed on probation, but after continuous and successful probation of five (5) years and the gaining of the sixth contract, their employment shall be permanent except as may be provided in this Agreement.

8 BOARD RIGHTS

8.1 Board Responsibility and Authority

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by law; therefore, it is understood the Board retains, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Wisconsin, and/or the United States, including, but without limiting the generality of the foregoing: The management and control of school properties, school organization, facilities, and instructional programs.

8.2 Limitation of Board Rights

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

9 GRIEVANCE PROCEDURE

9.1 Grievance Claim

A grievance is a claim which alleges that one or more provisions of this Agreement or established District policy has been incorrectly interpreted and applied. Such claim must be based on an event or condition which affects wages, hours and/or conditions of employment of one or more teachers.

9.2 Purpose of Grievance Procedure

The purpose of this procedure is to secure equitable solutions to the problems which from time to time arise, affecting the welfare or working conditions of teachers.

9.3 Processing of Grievances

Grievances of teachers will be considered and processed in the following manner:

9.3.1 Level One – Principal or Immediate Supervisor

9.3.1.1 Informal Discussion

A teacher who believes s/he has cause for a grievance will orally discuss the matter with his/her principal or immediate supervisor with the objective of resolving the matter informally at the lowest possible administrative level. If there is a failure to resolve the matter informally, the aggrieved teacher may present his/her grievance in writing to the same person such was discussed with orally, either directly or through the Association's designated representative.

9.3.1.2 Group/Class Grievance (Level One)

The Association's designated representative may submit in writing directly to the building principal or appropriate supervising administrator any grievance affecting a group or class of teachers in that school.

9.3.1.3 Time Limit to File Grievance

If a teacher or the Association does not present a grievance in writing at Level One within fifteen (15) school days after the event or condition occurred on which the complaint is based, any grievance respective to that matter shall be considered as waived provided the teacher or designated representative knew, or should have known, of the event or condition.

9.3.1.4 Non-Conformance Issues

For issues filed by teachers with the District Non-Conformance Reporting System, the fifteen (15) day limit in Section 9.3.1.3 begins at the time the teacher is informed verbally or in writing of how the District plans to address the non-conformance. This is to allow the possibility of resolving the issue without necessitating a grievance.

9.3.2 Level Two – Superintendent/Designee

9.3.2.1 Written Grievance

If no satisfactory written decision has been rendered within ten (10) school days after the teacher presented the written grievance in Level One, the aggrieved teacher or

Association may within five (5) school days thereafter file a written grievance with the Superintendent or his/her designee.

9.3.2.2 Grievance Resolution Process

Within five (5) school days of receipt of the grievance, the grievance will be assigned a tracking number and referred to an administrator to review and resolve the grievance. This information is to be transmitted to the Association and to all grievants referenced by name on the grievance.

Within ten (10) school days of the receipt of the grievance, the administrator overseeing grievance resolution will provide the Association and all named grievants a written response to the grievance.

9.3.2.3 Referral to Executive Level

At any point during the ten (10) school days grievance resolution process the grievance may be resolved by written agreement between the Superintendent of Schools and the Association Executive Director or their designees.

9.3.3 Level Three – Arbitration

9.3.3.1 Teacher Notification to Association for Appeal

If no satisfactory decision has been rendered through the grievance resolution process the aggrieved teacher may request in writing that the Association's designee appeal his/her grievance to arbitration.

9.3.3.2 Association Notification of Appeal

If the Association decides the grievance is meritorious, it may appeal the grievance to arbitration by notifying the Superintendent or his/her designee in writing of such appeal within fifteen (15) school days after the grievance resolution process.

9.3.3.3 Selecting an Arbitrator

The arbitrator will be agreed upon by the Superintendent or his/her designee and the Association. If there is a failure to agree on an arbitrator within ten (10) school days after the written notice of appeal, the Wisconsin Employment Relations Commission will be requested by either party to submit a list of five (5) persons suitable for selection as arbitrator. If the parties cannot agree to one person named on the list, the parties shall strike a name alternately, beginning with the Association, until one name remains. Such remaining person shall act as arbitrator. In subsequent selections, the parties shall alternate the first striking of a name. In all instances the selection will be made and transmitted to the WERC by the Association within ten (10) school days of receiving the list of arbitrators.

9.3.3.4 Arbitration Decision Final

The decisions of the arbitrator shall be final and binding on the Board, the Association, and any teachers involved.

9.3.3.5 Arbitrator Interpretation of Agreement

The arbitrator may consider or decide only the particular issue or issues presented to him/her by the Board and the Association, and his/her decision must be based solely upon an interpretation of the provisions of this Agreement.

9.3.3.6 Arbitrator Expenses

The expenses of the arbitrator, including the arbitrator's fee, shall be divided equally between the Board and the Association.

9.3.3.7 Expedited Rulings

Any grievance hearing more than one (1) year after the filing date will be resolved through a bench ruling by the arbitrator unless the parties agree to the extension or the arbitrator requests briefs.

9.4 Group/Class Grievance (Level Two)

The Association's designee may submit in writing directly to the Superintendent or his/her designee a grievance affecting a group or class of teachers in more than one school; such grievance shall begin process at Level Two. However, if the Association's designated representative does not present such a grievance in writing within twenty (20) school days after the event or condition occurred on which the complaint is based, any grievance respective to that matter shall be considered waived provided the designated representative knew, or should have known, of the event or condition.

9.5 Grievance Forms

Forms for written grievances shall be jointly prepared by the Superintendent or his/her designee and the Association's designee and shall be given appropriate distribution to facilitate operation of the grievance procedure.

9.6 Written Grievances/Decisions

Decisions respective to written grievances will be in writing and will be transmitted to the aggrieved and to the Association's designee. Written grievances must include a summary of the facts on which a grievance is based and shall identify the provisions of this Agreement which the party alleges have been incorrectly interpreted and applied.

9.7 Sole Remedy

The sole remedy available to any teacher for any alleged violation of this Agreement or his/her rights hereunder shall be pursuant to the grievance procedure.

9.7.1 Representation

Any aggrieved party or parties may be represented by themselves or at their option, by a representative selected by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure and the Association will not be obligated to assume responsibility for any costs.

9.8 Withdrawal/Processing of Grievance

A grievance may be withdrawn at any level without establishing a precedent for the interpretation of any subsequent grievance. The Association may process any grievance through all of the grievance procedure even though the aggrieved party or parties do not wish to do so.

9.9 Extension of Time Lines on Grievances

It is agreed that harmonious relations between the parties are most likely to exist where grievances are processed promptly and in good faith. Therefore, the number of days indicated at each level shall be considered a maximum, and every reasonable effort shall be made to expedite the process. It is recognized, however, that due to special circumstances, the parties may wish to extend the times provided at the various levels. When this occurs, an extension of time may be made by mutual agreement. All such mutual agreements to extend time shall be in writing. Grievances must be processed within the time limits established for each level or within the time agreed to in writing or they shall be settled on the basis of the last decision.

9.10 Reduction of Time Lines on Grievances

In the event a grievance is filed at such time that it cannot be processed through all the levels of the foregoing grievance procedure by the end of the school year, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a teacher, the parties agree to make a good faith effort to reduce the time limit set forth herein so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is feasible.

9.11 Grievance Meeting Times

Under the foregoing procedures, every effort will be made to have grievances processed at times which will not require a replacement for the teacher or teachers involved for the performance of normal teaching duties.

9.12 No Reprisal for Filing Grievance

It is understood that teachers filing grievances do so in good faith and that no reprisals will be taken against any participants in the grievance procedure.

9.13 Scheduling of Arbitration Hearing

The parties will make every reasonable effort to mutually schedule the arbitration hearing within sixty (60) days from the date that the arbitrator panel is received from the WERC.

9.14 Counting of School Days for Grievances

School days are set out in the regular school year calendar and summer school calendar.

10 STAFF UTILIZATION & WORKING CONDITIONS

10.1 Class Size

10.1.1 Academic Subject Class Sizes

Board policies on academic subject class sizes are subject to modifications for educational organization or specialized or experimental instruction, which shall not violate the intent set forth in such Board policies.

10.1.2 Preparation Time (Elem. Teachers)

In elementary schools, the principal, working with the teaching staff, shall determine the staffing pattern and staff utilization of the school within the Board's teacher-student ratio policy; so long as students receive the instructional time designated by the Board, the principal, working with the teaching staff, may utilize staffing patterns so as to provide preparation time. Educational assistant(s) may also be assigned to assist teachers in or to assume supervisory duties. For the purposes of calculating the number of minutes of preparation time being provided, no block of time less than twenty (20) minutes shall be counted nor shall time before the start of the student contact day or after the end of the student contact day.

Preparation time is for the purpose of improving teaching and learning. The District and the Association have a mutual interest in achieving an average minimum of two hundred (200) minutes per week and forty (40) minutes per day as a goal for individual teacher preparation time. However, in recognition of individual teacher and program needs, a minimum of three hundred sixty (360) minutes of individual teacher preparation time per two-week period (i.e., pay period) will be established for each teacher. Teachers not provided this amount will be compensated per Section 18.22 for the difference between the established threshold and the actual amount of individual teacher preparation time provided. Examples of exceptions to this eligibility for compensation include school assemblies, early release/late start days, emergency drills, field trips, holidays, acts of God, inclement weather and non-student contract days. Building principals, working with the teacher staff, will develop a plan to provide for individual teacher preparation time on early release/late start days on an equitable basis.

10.1.2.1 Provide the Association

Prior to the commencement of each regular school year, the District will provide the Association with the scheduled number of preparation time minutes for every teacher at each elementary school. The District will advise the Association of any material change to these numbers during the course of the school year.

10.1.3 Class Size Overload Relief – Exclusion from Extra-Duty

Regular elementary classroom teachers (K-5) whose class sizes exceed the building average by four (4) or more students following the third Friday of September will be relieved of extra duties (including but not limited to playground supervision, bus loading or unloading, and hall supervision) until the end of the quarter in which such excess occurs.

10.1.3.1 Counting Children for Overload Relief

For purposes of this Section, children will be counted in accordance with the elementary staffing ratio as set out in Board policy.

10.1.4 Increasing Preparation Time (Elem. Teachers)

During the length of this Agreement, the Board shall for the purpose of increasing preparation time for elementary teachers, remove from the Board's elementary teacher-student ratio the following Full-Time Equivalency (FTE) teacher for the following Full-Time Equivalency student enrollment:

FTE Student School Enrollment	FTE Teacher Removed from Ratio
150 - 250	0.4
251 - 350	0.6
351 - 450	0.8
451 - 550	1.0
551 - 650	1.2
651 - 750	1.4
751 - 800	1.6

10.1.5 Use of Educational Assistants

The school administration, working with the teaching staff, shall determine the use of educational assistants in supervisory duties.

10.1.6 Academic Class Size for Half-Length Classes

In cases where teachers are assigned half-length classes (classes whose duration is half of an instructional period); student enrollment in each half-length class will conform to academic class size provisions as stated in this Section.

10.1.7 Class Size Overload Relief – Assignment of Educational Assistant

10.1.7.1 Class Load

Primary elementary teachers (grade K-3) who have class loads exceeding twenty-eight (28) (FTE as calculated in Board policy 4115.2) may, at the teacher's option, have an educational assistant assigned to that teacher's classroom. Intermediate elementary teachers (grades 4-5) who have class loads exceeding thirty (30) (FTE as calculated in Board policy 4115.2) may, at the teacher's option, have an educational assistant assigned to that teacher's classroom. The count will be made after the third Friday in September when official reporting counts are calculated. If the class load drops below the required number, the assignment of the assistant would continue only for the duration of the semester in which the overload occurs, unless the class is subsequently split.

10.1.7.2 Time Line for Assignment of Assistant

After a teacher qualifies for an assistant and makes known his/her willingness to accept such assistant, the District will assign such assistant as soon as practical but not to exceed three (3) weeks. No assignment will be made after April 15 of any year.

10.1.7.3 Exclusion of P-5/Optional Schools

P-5 schools and optional schools would be excluded from the above requirements as long as the staffing pattern and planning time schedules are reasonably comparable to those utilized in those particular schools during the 1989-90 school year.

10.1.8 Determining Building Average/Individual Class Size

The parties have agreed to the following interpretation of Board policy 4115.2 for purposes of determining class overload relief:

A count of students shall be taken the 3rd Friday of September and one (1) week before the beginning of the second and third quarter of each school year in each primary elementary school, and used as the basis for determining whether class overload relief would be appropriate for each quarter.

The method for determining the building average and individual class size would be as follows:

10.1.8.1 Individual Class Size

The total number of students in each regular, elementary classroom shall be determined by adding the number of regular students to the number of special education students who are mainstreamed fifty percent (50%) or more of their weekly time in the regular class, to one-half the number of special education students who are mainstreamed less than fifty percent (50%) of their weekly time in the regular class.

10.1.8.2 Building Average

Section 10.1.3 of the labor agreement is currently not being utilized because of Section 10.1.11.6. In the event Section 10.1.3 of the labor agreement again becomes operative, the parties will meet to discuss how the building average is to be calculated. In the event the parties cannot reach agreement on this issue, the parties agree to select an arbitrator in the manner set out in Section 9.3.3.3. of the Labor Agreement. The parties will each submit to the arbitrator, in writing, a method to determine the building class average. A hearing will be held in which either party may present any relevant evidence on this issue. Briefs may be submitted and the arbitrator will determine which method of averaging is in the best interest of the District.

10.1.9 Assignment of Students to Classes

In assigning students, educational assistants and/or additional teachers in a primary elementary school, pursuant to Section 10.1.7 the following method would be followed:

The principal will equitably distribute students between the teachers at each grade level. When the class load in any class exceeds:

twenty-two (22)	for 4-year old K
twenty-eight (28)	for K-3
thirty (30)	for 4-5

(FTE as calculated in Board policy 4115.2), the principal may, after assigning an educational assistant, continue to assign students to the class until the class exceeds the maximum limit of:

twenty-eight (28)	for 4-year old K
thirty (30)	for K-3
thirty-two (32)	for 4-5

(pursuant to Board policy 6151), and then must assign excess students to the remaining classrooms at that grade level in the event the District does not choose to assign an additional teacher to that building.

10.1.9.1 Assignment of Students with IEPs to General Education Classes

At the beginning of each semester, every reasonable effort will be made to structure class enrollments so that the proportion of students with IEPs in general education classes does not exceed thirty percent (30%) of the total enrollment for each class. Every reasonable effort will be made during the course of the school year to maintain this balance. The initial implementation date of this section will be the first semester of the 2010-11 school year.

10.1.10 Implementation of Sections 10.1.8 and 10.1.9

The District agrees to direct its building principals to implement this resolution at the beginning of the 1991-92 school year, and, upon request, to make the student counts available to the Association in a reasonable time after the third Friday enrollment period.

10.1.11 Specialists

10.1.11.1 Full-Time Specialists

The District agrees to employ sufficient art, music and physical education specialists to enable the District to assign at least one (1) full-time specialist to each elementary school in each of the foregoing subject areas. The assignment of said specialists shall be for the purpose of providing additional planning time for teachers in those schools which did not have full-time specialists during the August 25, 1988 – August 24, 1990 Agreement.

10.1.11.2 Part-Time/Traveling Specialists

The District will only be required to provide part-time or traveling specialists, according to a formula to be arrived at by mutual agreement between the Human Resources Department and the Executive Director of the Association, for Caddy Vista, Wind Point, Winslow and Mitchell elementary schools.

10.1.11.3 Art and Music Project Specialists

The art and music project specialists currently employed by the District will not rotate from school to school but will be assigned to a particular school or schools (if split) and the art and music special projects will be incorporated into the regular curriculum or discontinued. The art and music project specialists currently employed by the District will not be subject to the provisions of Section 15.3 but will have the right to exercise their preferential choice of the new assignments available.

10.1.11.4 Specialists Use of Carts

Art and music specialists who, because of classroom shortages, may be required to teach from a cart shall be provided with a cart that is manageable, convenient and equipped in accordance with reasonable and practical specifications to be agreed upon between the Executive Director of the Association and the Director of Curriculum and Instruction or his/her designee.

10.1.11.5 Exclusion of P-5/Optional Schools

P-5 schools and optional schools would be excluded from the above requirements as long as the staffing pattern and planning time schedules are reasonably comparable to those utilized in those particular schools during the 1989-90 school year.

10.1.11.6 Language Inoperative

It is further understood that Section 10.1.3 of the labor agreement will be inoperative as long as the class load language in Section 10.1.7 remains in effect. If such language is not renewed in a successor contract to the 1990-92 labor agreement or sun-sets during a contract hiatus, Section 10.1.3 again will become effective.

10.1.12 Early Childhood through 12th Grade Special Education

The Board shall make every reasonable effort to assign fair and equitable workloads to all special education staff.

10.2 Teacher Starting and Ending Times

All elementary teachers are expected to be in their respective rooms or assigned places at least ten (10) minutes before the time for the tardy signal and shall be available for a period of at least fifteen (15) minutes after regular pupil dismissal. (The tardy signal shall be the audible signal after which a child may be properly marked tardy, late, or absent.) In elementary schools the principal, on an equitable basis, may assign a portion of the teaching staff responsibilities related to pupil dismissal for a fifteen (15) minute period immediately after regular pupil dismissal.

Teachers in middle schools are expected to be in their respective rooms or assigned places at least ten (10) minutes before the time for the tardy signal and shall be available for a period of at least fifteen (15) minutes after regular pupil dismissal.

Teachers in high schools shall report ten (10) minutes before school and remain on duty for nine (9) minutes after the school day.

10.3 Three Prep Limitation**10.3.1 Number of Preps (Middle/Senior)**

Every effort will be made to limit the middle and senior high school teaching assignment to no more than two (2) subject areas or no more than three (3) preparations per day at the 6th, 7th, 8th, 9th, 10th, 11th and 12th grade levels.

10.3.2 Subjects Exempt from Three Preps

Teachers assigned full-time in the middle and senior high schools to the subject areas of music, speech and drama, foreign language, special education, industrial arts, home economics, computer programming and Walden III School shall not fall under the limits of this Section so long as one hundred percent (100%) of their assignment is limited to that subject area or Walden III School.

10.3.3 Foreign Language Combined Classes

Teachers of foreign language may be assigned combined classes [two (2) levels of the same subject] so long as these assigned classes are advanced level classes and the total number of students in any combined class does not exceed twenty-five (25). The parties

agree that waivers may need to be negotiated in some instances in level 4 and 5 foreign language classes.

10.3.4 Sixth Grade Preparations

The teaching of a sixth grade block shall be considered no more than one (1) preparation and no more than one (1) specific subject area. As used herein, a sixth grade block is defined as a sixth grade assignment, during which a number of subject areas such as reading, language arts, penmanship, library, spelling, guidance, social studies, science and health may be taught.

10.4 Assignment of Instructional/Preparation Periods

10.4.1 High School Teacher Assignments

Teachers in high school shall teach a maximum of five (5) instructional periods and have one (1) individual preparation period of equal length to an instructional period. In addition, teachers (excluding student government advisors and department chairs) may be assigned to a study center/resource center limited to one (1) semester per school year. The remaining portion of the regularly scheduled day will include the teacher's lunch period, home-room assignment (excluding student government advisors and department chairs) and general supervisory duties.

10.4.2 Middle School Teacher Assignments

Teachers in middle school shall teach a maximum of five (5) instructional periods and have one (1) individual preparation period of equal length to an instructional period. In addition, teachers may be assigned a non-instructional period which could include instructional planning (team, department, group planning) and an advocacy responsibility (conference with students, parents, records updates, etc.). The remaining portion of the regularly scheduled day will include the teacher's lunch period, study center assignment and general supervisory duties.

10.4.3 Pay for Additional Instructional Period

A teacher who is assigned an additional instructional period on a full-time basis shall be compensated at the rate of one-fifth (1/5) his/her regular salary, excluding extra-duty compensation.

10.4.4 Pay for Substituting During Prep Time

An elementary or secondary teacher who is assigned to substitute during his/her preparation period shall be compensated per Section 18.22 for such time spent substituting. The rates are based upon the number of substitutions each week. Payments for substituting will be made within two (2) pay periods of when the timesheets are submitted to payroll.

10.4.5 Full-Time COFY Assignments

Teachers assigned to full-time COFY positions will have the same contractual rights as all other secondary teachers with the following substitutions:

10.4.5.1 The length of the workday for a full-time COFY teacher will be the same as other teachers in the same facility with the sole exception that starting and ending times may differ from other teachers in the same facility.

10.4.5.2 Full-time COFY teachers will have the same amount of time for preparation and lunch as other teachers in the same facility.

10.4.5.3 Full-time COFY teachers may be ordered to meetings held during their workday as deemed necessary by the school district. The District will provide substitutes for such meetings or, if held during preparation time, compensate at the rate in Section 18.22 for lost preparation time.

10.4.5.4 Only the least senior teacher in the posted area of certification can be compelled to take a full-time COFY assignment.

10.4.5.5 Job postings for full-time COFY assignments must contain the starting and ending times for the assignments.

10.4.5.6 Full-time teachers in the COFY program will not be subject to posting restrictions contained in Section 15.2 and 15.7.

10.4.6 Flexible Work Schedule for Psychologists and Diagnosticians

Psychologists and diagnosticians may work a flexible work schedule averaging seven and one-half (7-1/2) continuous hours a day. It is expected that psychologists and diagnosticians will make every reasonable effort to schedule their work day to allow IEPs and other similar meetings to fall within their continuous regular work hours, unless there is a compelling reason to do otherwise.

10.4.6.1 Additional Compensation for Psychologists

If a psychologist has met the seven and one-half (7-1/2) hour threshold as referenced in Section 10.4.6 and is required to attend a meeting one hour before the tardy bell or one hour after the dismissal bell, then s/he will qualify for additional compensation under the parameters set out in Section 10.5.

10.4.6.2 Additional Compensation for Diagnosticians

If a diagnostician has met the seven and one-half (7-1/2) hour threshold as referenced in Section 10.4.6 and is required to attend a meeting one hour before the tardy bell or one hour after the dismissal bell, then s/he will qualify for additional compensation under the parameters set out in Section 10.5.

10.4.6.3 Psychologists Exempt from Supervisory Duties and Substituting

Psychologists shall be exempt from general supervisory duties and the substitute rotation schedule. Psychologists can be asked to perform these duties or substitute for an absent teacher when there is an urgent situation and the psychologist's schedule allows.

10.4.7 Workday Preparation for Nurses

The Supervisor of Nursing Services, working with the nurses, will adjust the regular workday so that the nurses have a reasonable amount of time to prepare for their health care duties.

10.5 Building/Departmental/Subject Area Meetings

Teachers, unless excused for a valid reason may be required by an administrator to attend the following meetings outside the regular student day: M-Team and IEP meetings, 504 meetings,

Student Support Team meetings, Inservice/Staff Development meetings, building staff meetings, departmental meetings and subject area meetings called by Curriculum and Instruction Supervisors/Director of Special Education and Special Education Supervisors. However, the District agrees to reschedule M-Team meetings, IEP meetings, and 504 meetings that are scheduled on short notice and that interfere with prior teacher commitments. Any teacher required to attend more than thirty (30) hours per school year in these required meetings will be compensated at twenty-five cents (25¢) per minute for all additional time and will only be required in the event of an emergency.

10.5.1 Teachers who work and are paid for less than full-time, shall have the required number of Section 10.5 meetings reduced by the percentage of time worked and paid. The appropriate administrator will determine which meetings are required. If the part-time teachers are required, for any reason, to attend a greater percentage of said meetings, they shall be compensated according to Section 10.5.

10.5.2 Tuesdays will be designated as building meeting days. Wednesdays will be designated as departmental meetings, subject area meetings, team leader/subject area representative meetings, Administrative Service Center meeting days. Thursdays will be designated as Inservice meeting days. Other meetings identified in this provision can be held any day of the regular work week. However, the District agrees to reschedule M-Team meetings, IEP meetings and 504 meetings that are scheduled on short notice and that interfere with prior teacher commitments.

10.6 Maintenance of Facilities

The Board will make every effort to properly equip and maintain the educational facilities of the District. Staff requests for facility improvements shall be channeled to the Board through the building principal. The Board shall make every reasonable effort to provide an adequate place in which to teach.

10.6.1 Washrooms/Rest Areas

It is the objective of the Board that all employees will be provided adequate and appropriate washrooms and rest areas.

10.6.2 Room Assignment

The Board shall make every reasonable effort to provide all teachers (including regular and special education teachers) with an adequate, secure and appropriate workplace within the resources of the teachers' assigned building.

10.7 Mileage Reimbursement

Reimbursements shall be made to itinerant professionals traveling between one school and another during the school day at the rate allowed by the Internal Revenue Service for personal automobile use for business purposes.

10.8 Pay for Supervision/Chaperoning

Teachers who are required to supervise or chaperone students outside their normal duties after the teacher's regular day will be paid seventeen cents (17¢) a minute for time actually spent in such activities. This can include but is not limited to drama and musical performances, athletic events and music festivals. A minimum of ten dollars and twenty cents (\$10.20) will be paid per event. Non-bargaining unit persons may be used to supervise or chaperone such activities. This

provision does not apply to teachers in K-5 schools. Teachers in K-5 schools will not be required to supervise or chaperone students outside the teacher's regular day.

10.9 Delivery of Supplies and Materials

On "New Teacher Report" days, the District will make reasonable efforts to assure that all supplies and materials will be available at the schools for teacher utilization.

10.9.1 Teacher Supplies and Materials

There shall be no unreasonable restrictions placed upon teachers by principals who at their own expense may from time to time choose to supplement or add to the materials and supplies provided by the District. All supplemental supplies and materials must be discussed with and approved by the principal prior to their use.

10.10 Outposting

Teachers covered under the terms of this Agreement may be assigned to schools or other similar facilities not generally considered to be schools within the Racine Unified School District. Such facilities can include but are not limited to correctional facilities, college campuses, technical schools and daycare centers offering Unified programs in various forms. Such sites will be referred to as outpost facilities for purposes of this Section.

10.10.1 Immediate Supervisor

Any teacher assigned full-time to an outpost facility will be given the name of the District administrator who is to serve as their immediate supervisor and evaluator.

10.10.2 Working Conditions

The working conditions provided for teachers in outpost facilities will comply with the standards provided under this Agreement and not vary significantly from conditions provided teachers performing similar duties at District facilities.

10.10.3 Substitute Teachers

Teachers in outpost assignments will be considered a priority for the provision of substitute services (if needed) in case of absence.

10.10.4 Calendar Variations

Any teacher assigned to an outpost facility will comply with calendar provisions expressed elsewhere in this Agreement. If modification is required to align teacher workdays with appropriate workdays at the outpost facility, this can be done with written notification by the District to the teacher and to the REA Executive Director and the Human Resources Department. It is expected that under any circumstances the teacher will be responsible for working the same total number of days in the same fashion as teachers in traditional assignments.

10.10.5 Voluntary Assignment Criteria

Teachers will post for outpost assignments through posting and selection procedures described elsewhere in this Agreement. Within three (3) workdays of selection the successful candidate may be required to meet with individuals responsible for hiring staff at the outpost facility. These individuals can exercise the option of refusing the assigned teacher. This decision must be in writing and is not grievable. The teacher will remain in their pre-

vious work assignment and will not be granted special rights or consideration based on this action.

10.10.6 Involuntary Assignment Criteria

Teachers may be assigned involuntarily to outpost facilities per Section 15.8 of this Agreement.

10.11 Grade Level Teams

Grade level teams may split their students with other teachers at the grade level in order to teach specific subjects. This will be worked out by all the teachers at a given grade level and will be on a voluntary basis. This does not exempt teachers from compliance from instructional and curricular decisions made at the District level.

10.12 Significant Concerns Regarding Learning or Behavior of Students with IEPs

It is acknowledged that teachers and IEP case managers confer frequently about student learning and behavior. However, if a teacher(s) to whom a student with an IEP is assigned for instruction is of the opinion that the behavior or learning of the student results in a significant concern, the teacher(s) to whom the student is assigned for instruction may request in writing assistance from the principal. The principal will facilitate communication between the teacher and the IEP case manager. If feasible, by the end of the contractually defined workday, following the day on which the request was made, the circumstances of the concern will be examined by the student's IEP case manager and the teacher(s) who initiated the request. They will develop the procedures to remedy the situation, which may include addressing the concern through scheduling of a formal IEP Team meeting. Every reasonable attempt will be made to appoint the teacher with the significant concern about the student to the IEP Team.

If any involved teacher disagrees with the remedy developed, s/he may explain their disagreement and offer alternative solutions to identified problems in a written report to the principal and/or the IEP Team. If the process involves a formal IEP Team meeting, the teacher's written report shall be attached to the IEP. The principal will facilitate a resolution to the disagreement.

11 STUDENT DISCIPLINE PROCEDURE

11.1 Disruptive Students

A teacher may identify to his/her immediate principal students who chronically disrupt his/her class and who do not respond to usual classroom teaching techniques. The District will decide whether to transfer a student to special facilities, depending upon the relative need for special placement and the amount of classroom space and staff available.

11.2 Student Discipline Procedure

11.2.1 Referral of Student to Administrator

When a teacher refers a student to the office, s/he must supply necessary background information on the standard District referral form to assist the administrator in making a decision about the referral. The student will not be returned to the classroom until the administrator communicates on the standard District referral form with the teacher about the disposition of the referral. A disposition is the action taken to properly resolve the disciplinary matter. In the event that the disposition does not support the referring teacher, the administrator will give written reason(s).

11.2.1.1 Referral of Students in Secondary Schools

A student who is referred to the school office with a blue slip at the secondary schools will not be returned to the particular class from which s/he was referred until the administrator has notified the referring teacher of the blue slip disposition.

11.2.2 Escorting Students to Office

A teacher has the right to get District personnel to escort to the office students referred for disciplinary action.

11.2.3 Chronic Student Misbehavior

Before a teacher seeks to have a student excluded from a class because of chronic disruption, the teacher shall at least:

11.2.3.1 Conduct a conference with the student, and

11.2.3.2 Make reasonable effort to conduct a conference with a parent or guardian.

11.2.4 Physical Restraint of Students

A teacher may use reasonable and appropriate means, including the use of physical restraint, to prevent a threatened or continuing breach of discipline that is endangering the safety of others. Physical restraint will be used only when other means of preventing a breach of discipline or stopping its continuance have been ineffective.

11.2.5 Teacher Self-Defense

Self-defense means the use of such force as is necessary to protect oneself. Self-defense is permissible when a teacher finds it necessary to guarantee his/her safety.

11.2.6 Dangerous Situations

Teachers have no responsibility to insert themselves into situations they deem dangerous to their physical well-being. Teachers acting within the scope of their employment and in accordance with Board policy and State Law will be defended by the District if necessary because of their involvement in dangerous situations.

11.2.7 Bar from Physical Contact with Students

11.2.7.1 The principals will give teachers who have scheduled contact with and a need to know, the names of students for which the teachers should exercise extreme caution before the students are touched.

11.2.7.2 These students should not generally be touched unless the student is endangering himself/herself or others, carrying a weapon or other dangerous objects.

11.2.7.3 The District will prepare, disseminate and update appropriate guidelines for dealing with students covered under 11.2.7.1 above.

11.2.7.4 In all other situations, the rules regarding reasonable physical contact and restraint shall be those set out in the collective bargaining agreement, Board policies and the student code of rights and responsibilities.

12 TEACHER EMPLOYMENT & INDIVIDUAL CONTRACTS

12.1 Appointment by Board

Teachers are appointed by the Board upon recommendation of the Superintendent. Individual teacher contracts will be administered in accordance with the provisions of the Wisconsin Statutes.

12.2 Individual Teacher Contracts (Full-Time)

Receipt of the annual contract renewal letter from the District, without a corresponding response from the teacher, shall constitute approval and agreement as to the teacher's continued full-time employment with the District and the proper placement on the "Basic Salary Schedule for Teachers."

12.3 Individual Teacher Contracts (Part-Time)

Regular part-time teachers shall be issued an annual contract renewal letter. Receipt of the annual contract renewal letter from the District, without a corresponding response from the teacher, shall constitute approval and agreement as to the teacher's continued part-time employment with the District and the proper placement on the "Basic Salary Schedule for Teachers."

12.4 Individual Teacher Contracts (New Teachers)

Teachers who have not been previously issued an individual teacher's contract and who are newly employed are placed on the "Basic Salary Schedule for Teachers."

12.4.1 Less Than Three Years Experience

Each teacher shall receive full experience for at least up to three (3) years experience.

12.4.2 More Than Three Years Experience

The Superintendent of Schools or his/her designee shall establish the step placement of each teacher with more than three (3) years experience.

12.4.3 Difficulties Recruiting Personnel

In no instance shall placement exceed the teacher's total years of experience, unless the Human Resources Department determines in January of any year that it is having difficulties recruiting personnel in specific subject areas; in case of such determination, the Human Resources Department may specify the subject areas in which it is having difficulty in recruiting personnel and may thereafter, until the following December 31, grant teachers hired in those areas up to two (2) steps above their normal eligible step placement, which shall not extend above old Step 13/new Step 12 on the "Basic Salary Schedule for Teachers."

12.4.4 Probationary Period

Upon satisfactory completion of a three (3) year probationary period, the teacher shall be placed on the appropriate step commensurate with previous experience.

12.4.5 Partial Year

New teachers whose employment begins after the first scheduled day for all teachers will be paid pro-rata based on a one hundred eighty-seven (187) day work year.

12.5 Experience Credit – Armed Forces/Vista/Peace Corps/National Teacher Corps/Americorps

A maximum of three (3) years experience credit on the salary schedule will be granted for satisfactory service in the armed forces, Vista, the Peace Corps, National Teacher Corps, or Americorps, unless experience therein was used to gain certification as a teacher.

12.6 Individual Teacher Contract (Summer School)

An individual summer school contract shall be issued to each teacher employed during the summer.

12.7 Signing of First Individual Teacher Contract

Information relevant to teachers signing their first contract with the District (12.2, 12.3, 12.4, 12.5 above) will be included in a letter accompanying this contract.

12.8 Contract Specifications for Individual Teacher Contract - New Employees

Contract specifications for the individual teacher contract offered to a newly employed teacher are as follows:

12.8.1 Date Written

Each individual teacher contract shall be written according to the information utilized by the Board of Education in taking the action to employ the teacher.

12.8.2 Step and Level

The teacher's initial step and level will be stated in the contract.

12.8.3 Salary

The individual teacher contracts shall specify the amount of salary paid for regular teaching duties.

12.8.4 Commencement

The commencement date of the individual teacher contract shall be stated.

12.8.5 Experience Credit

Teachers issued an individual teacher contract before January 30 of a school year shall be credited with one (1) full year of experience on the "Basic Salary Schedule for Teachers" for the succeeding school year. Teachers employed after January 30 of a school year shall be credited with no experience on the "Basic Salary Schedule for Teachers" for the succeeding school year.

12.8.6 Pro-rated Salary

Individual teacher contracts will contain the language of Section 12.4.5. This does not require the pro-rated amount to appear on the contract.

12.9 Full Licensure

Failure to earn full licensure within three (3) years of initial hire will be considered good cause for dismissal.

Any such teacher who is tenured and under an Emergency License will be reassigned based on current licensure per provisions elsewhere in this Agreement.

12.10 Teachers Working Under Emergency Permit or Emergency License

All teachers working under an Emergency Permit or Emergency License will be required to be paid on twenty-six (26) pays. If a teacher fails to achieve the required progress toward licensure and thereby causes the District to forfeit state aid reimbursement, lose revenue or incur any other financial loss due to license status, the District may recover such loss from the final four (4) paychecks.

13 LAYOFF PROCEDURES

13.1 Reduction of Teachers

In the event the number of teachers is reduced, the Human Resources Department will select teachers who shall be laid off without compensation according to the following:

13.1.1 Tenured Teachers

Teachers who have attained tenure and who are certified and qualified will be laid off in inverse order of their length of employment with the Board, with the teacher with the least length of employment being laid off first. Part-time teachers who have attained tenure shall have their experience prorated to full-time equivalency for layoff purposes. Where teachers have the same length of employment, the Human Resources Department will determine which teacher shall be laid off first.

13.1.2 Non-Tenured Teachers

As to teachers who have not attained tenure, the Human Resources Department shall select which non-tenured teacher shall be laid off. As between certified and qualified tenured and non-tenured teachers at any elementary grade level or secondary subject area, non-tenured teachers shall be laid off first.

13.1.3 Minority Ratio

Consideration will be given to minority teachers so that the ratio of minority teachers to white teachers shall be maintained at least at the same ratio that existed on March 16, 1977. In the event that laid off teachers are later recalled, the same consideration for the above ratio will be given.

13.1.4 Layoff Notice

The Human Resources Department will give thirty (30) days notice to teachers who are to be laid off.

13.1.5 Recall of Teachers

The Human Resources Department will recall teachers who are laid off on the basis of length of service, certification, experience and specialized competency. If such teacher refuses the position, his/her employment shall thereupon terminate immediately. Such recall shall be to the level and step the teacher would be at had the layoff not occurred. No new or substitute (long-term) appointments shall be made while there are teachers on layoff status available who the Human Resources Department determines are qualified to fill the vacancies.

13.1.5.1 While the arena staffing language in Section 15.6 remains in effect, teachers who have been recalled will be temporarily assigned to positions for which they are qualified and that have been vacated during the school year. (These positions will be designated as "mid-term vacancies.") These teachers will then be displaced and the vacated position(s) will be posted and staffed in accordance with Section 15.6 of the Agreement. If mid-term vacancies do not occur, laid off teachers will be obligated to participate, in seniority order, in Arena Staffing events. In the event a laid off teacher is not assigned by July 15th, the District will place the laid off teach-

er in the next available position for which s/he is qualified. If a position is not available, the teacher will remain in layoff status.

13.1.6 Insurance Participation for Teachers on Layoff

A teacher who is laid off may participate in the group hospitalization and surgical/medical benefit plan, dental and group life insurance plan provided s/he pays the full premium cost.

13.1.7 Termination of Employment

The employment of a teacher shall terminate two (2) years from his/her date of being laid off, if s/he is not otherwise recalled.

13.1.8 New/Substitute Appointments

No new or substitute appointments may be made while there are laid off teachers available who are qualified to fill the vacancies.

13.2 Extra-Duty Layoff

Within each extra-duty position as defined by contract, posting or hiring, the order of layoff shall be:

13.2.1 All non-teachers will be laid off before any teachers.

13.2.2 All those under probation will be laid off in any sequence before any who have completed probation.

13.2.3 Those who have completed probation will be laid off in order of increasing District seniority.

13.2.4 Teachers laid off from extra-duty positions will be recalled in order of layoff.

13.2.5 There can be no new hires prior to recall of teachers on layoff regardless of funding source.

13.2.6 Any teacher refusing assignment upon recall will be eliminated from recall status.

14 LENGTH OF SERVICE

14.1 Definition of Length of Service

Length of service means the length of continuous service with the District in a position requiring Professional Wisconsin DPI certification. Length of service will be measured in full-time equivalent years from the most recent date of employment. All part-time service is prorated to full-time equivalency. Length of service will not accrue during layoff or unpaid leave. Service beyond the regular school day and/or regular school year shall not count toward length of service.

14.2 Common Length of Service

The District will provide the Association with a length of service computer printout each semester. Teacher length of service will be determined as defined in Subsection 14.1. In the event teachers share a common length of service, alphabetical subscripts will be assigned each teacher by the District. (A through Z and then AA, BB, etc.) The District may select teachers sequentially, or, may elect to select any of those teachers sharing a common length of service.

15 TEACHER ASSIGNMENT & TRANSFER

15.1 Extra-Duty Selection

15.1.1 Coaching Positions and Intramural/Extramural Positions

15.1.1.1 Positions will be posted within the District.

15.1.1.2 Qualifications for positions will be stated.

15.1.1.3 Selection for coaching positions will be made from the two (2) teacher applicants with the greatest length of service in the District.

15.1.1.4 Selection for intramural/extramural positions will be made from the two (2) teacher applicants from within the building before the two (2) teacher applicants with the greatest length of service from within the District.

15.1.1.5 Exceptions to the selection procedures for coaching positions shall exist for head basketball (boys and girls), head football, and head track (boys and girls). The District may select any applicant for these positions--in or out of District. If the District wishes to assign the selected coach to a teaching position in the building where the coaching assignment is made and no vacancy exists in the teaching area, another teacher will be transferred out. This transfer out will not be part of the annual seven (7) bullets the District has to displace teachers.

15.1.2 Extra-Duty Positions

15.1.2.1 Positions will be posted within the District.

15.1.2.2 Qualifications for positions will be stated.

15.1.2.3 Selection will be made from the two (2) teacher applicants with the greatest length of service from within the building before the two (2) teacher applicants with the greatest length of service from within the District.

15.1.2.4 Four (4) selections per year may be accomplished without regard to this procedure at the discretion of the Human Resources Department. Notification of any such exceptions made by the Human Resources Department shall be provided to the Association as promptly as feasible.

15.1.2.5 Re-posting of Positions

All extra-duty positions held by individuals not actively employed within the District as teachers and with less than three (3) years of experience in that position will be posted no later than May 1 of each year for the following year.

15.1.2.6 Individuals occupying this position may not use the protected status when changing positions.

15.2 Probationary Teachers

Probationary teachers shall not be eligible for voluntary transfer.

15.3 Voluntary Assignment Criteria

The Board and the Association recognize it is desirable in making assignments to consider the interests and aspirations of teachers. Each further recognizes that an effective educational system requires a fair distribution of experienced teachers throughout the system. All voluntary assignments will be made on the basis of length of service, certification, experience, specialized competence and how these criteria can best meet the educational needs within the District. In the event these factors are determined to be substantially equal, the deciding factor will be length of service.

15.3.1 Qualified teachers exercising transfer rights under Section 15.3 of the collective bargaining agreement take precedence over new hires regardless of the new hire's qualifications, sex, age or race.

15.4 Vacancy Notices Posted

Notices of any vacancy occurring in the bargaining unit will be posted in all buildings within five (5) school days after the Human Resources Department has officially received written notice of such vacancy. The notice shall set forth the job title, the location where the job is to be performed and the date after which applications will not be received. There shall be a ten (10) school day period from the date of posting to make application. Teachers who desire to make application must file a written request with the Human Resources Department on a form to be furnished by the District obtained through the Human Resources Department. The teacher selected for a position shall accept or reject the position within three (3) school days. A teacher may request appointment to no more than three (3) different assignments annually.

15.5 Filling Vacancies (Mid-Year)

Vacancies occurring during the first semester of a school year shall be filled after a voluntary request under procedures set out in subsections 15.3 and 15.4 above. The position made vacant by this transfer, although posted, may be staffed by a new teacher temporarily assigned and shall be permanently filled no later than the beginning of the next school year. Vacancies occurring during the second semester, will be temporarily staffed in the same manner. Except as stated in this section, all vacancies will be filled no later than the start of the next school year. The District may waive these time restrictions to make assignment at additional times if it deems such to be desirable.

15.6 Arena Style Staffing

15.6.1 Two weeks prior to the Arena Staffing event, notices of any vacancy occurring in the bargaining unit for the next school year will be posted in all buildings, and distributed electronically to all teachers and the Association. The vacancy notices will contain at least the following information: name of school, required licensure and FTE of position. The vacancy notices will also include notice of the intent to conduct staffing through an arena staffing meeting. Such meeting will be held the third Wednesday in March after school hours, unless the parties agree to an alternate date. If an alternate date is chosen, the date of the event will be announced as early as possible but no later than January 15th.

15.6.2 Additional arena staffing meeting(s) may be scheduled at other times by mutual agreement of both parties.

15.6.3 All required certification paperwork must be on file with the Human Resources Department prior to participation in arena staffing meetings.

15.6.4 Any teacher who wishes to participate in arena style staffing but is unable to attend may submit a notarized document indicating choices for positions or may be represented by a proxy. The designated proxy must be a member of the Association. All proxy forms must be completed and submitted to the Human Resources Department at least one (1) day prior to the start of the arena staffing meeting.

15.6.5 During the arena staffing meeting District personnel will not be obliged to supply specific information beyond that required to conduct arena staffing.

15.6.6 The meeting will begin with the most senior qualified applicant from those in attendance selecting a new position from the list of available positions.

15.6.7 Any teacher asked to select a position under these procedures may choose to not exercise their right to selection. This choice does not eliminate from exercising selection rights later in the arena style meeting.

15.6.8 The applicant will be allowed no more than two (2) minutes to confirm his/her decision.

15.6.9 Assignments selected through this process will be considered voluntary.

15.6.10 When a teacher who is not displaced selects a position the position previously held by said teacher will be added to the list of available positions. Adding such a position will allow those making earlier selections to re-enter the selection process. The process will then be repeated using the next most senior teacher, and will repeat until all displaced teachers have been assigned.

15.6.11 All voluntary transfers require a minimum commitment of two (2) years, provided there is no administrative change in the building to which the teacher has transferred.

15.6.12 Any displaced teacher not assigned through this process shall be assigned to a position held by a teacher with lesser length of service within his/her area(s) of certification. Said assignment will be considered involuntary.

15.6.13 Any vacancies occurring between arena staffing meetings can be filled with teachers from outside the District, but such positions must be made available and posted at the next arena staffing meeting.

15.6.14 Language Inoperative

It is further understood that Sections 15.4, 15.5, and 15.8 of the labor agreement will be inoperative as long as the arena style staffing language in Section 15.6 remains in effect unless mutually agreed by both the Association and the District that this language becomes inoperative. If such language is not renewed in a successor contract to the 2009-11 labor agreement, Sections 15.4, 15.5, and 15.8 again will become effective.

15.7 Teacher Displacement – Exemptions to Length of Service

Transfers due to reduction in staff in any building at any grade level, subject area or department level, shall be accomplished by displacement of the teacher who has the least length of service in the District as defined in Section 14 except that any seven (7) transfers within the District per school year may be accomplished without regard to length of service at the discretion of the Human Resources Department. Notification of any such exceptions made by the Human Resources Department shall be provided to the Association as promptly as feasible.

15.8 Voluntary Transfers

A teacher granted a voluntary transfer may not request another assignment earlier than the end of five (5) academic semesters from the time of assignment, unless the five (5) semester waiting period is waived by the District.

15.9 Involuntary Transfers – Super Length of Service

In the event that no person applies for a posted vacancy, the Human Resources Department may involuntarily assign a qualified teacher to the position or hire a new teacher. If the assignment is involuntary, the teacher assigned will acquire Super Length of Service for the purpose of assignment after spending at least two (2) academic semesters in the position. Any portion of a semester shall be counted as a semester for the purpose of this Section. This Super Length of Service will only be considered in any subsequent opportunity for voluntary transfer and will terminate after a transfer is made.

15.10 Displaced Teachers – Posting for Vacancies

A teacher who has been notified that s/he will be displaced is required to post for all vacancies for which s/he is certified and has taught within the District within the last five (5) years; notwithstanding the limitations in Subsection 15.4 above. When a displaced teacher posts for an area/subject vacancy that s/he has not taught within the District within the past five (5) years a meeting shall take place between the Human Resources Department, the Executive Director of the Association, and the teacher affected at which time any party may object based upon qualifications and certification for the position(s) which will cancel the transfer request.

15.11 Assignment of Displaced Teacher

In the event a displaced teacher is not assigned through the posting process by the 15th of July, the teacher shall be assigned to a position held by a teacher with lesser length of service within his/her area(s) of certification.

15.12 Team Teaching Assignment Criteria

15.12.1 Team teaching is defined as two (2) or more teachers working together full-time in a classroom setting.

15.12.2 If there are insufficient volunteers for a full-time team teaching position in a building, the position will be posted as per Section 15.6 and selected as per Section 15.3 of the Teacher Labor Agreement. The posting will clearly state that it is a team teaching position. The teachers who will be teaming will make the decision as to how the class will be structured. The team will be responsible for all parent/teacher conferences, grade reports and daily attendance. Daily planning and/or weekly team meetings will occur depending on the structure of the class. Supervision will be assigned as a team with consideration given to protecting team planning. The team will be evaluated individually per Section 16 of the Teacher Labor Agreement. Evaluation criteria will include both individual and team performance. The senior teacher on the team shall be the "Lead Teacher."

15.13 Inclusive Practices Team Teaching

Inclusive practices team teaching shall be defined as general and special education teachers working together in a general classroom setting for purposes of implementing IEPs.

If there are insufficient volunteers for an inclusive practices team teaching position in a building, the position will be posted as per Section 15.6 and selected as per Section 15.3 of this Agree-

ment. The posting will clearly state that it is a team teaching position. Once a teacher transfers into a teaming position, that person must remain for a minimum of that school year before a transfer may occur. A teacher requesting a transfer will submit a written request to the Human Resources Department prior to January 15 of any year.

Reasonable efforts will be made to provide inclusive practices team teachers with weekly team preparation time within the established school day for pupils. This preparation time will be designated for team planning time (e.g., grade level team planning time). Team teachers will make the decisions as to how preparation time and instruction will be structured.

If one of the inclusive practices team members is absent, a substitute will be secured. In the event a substitute cannot be retained, the emergency substitute rotation schedule will be activated.

15.14 Assignment/Transfer Walden III

For assignment and transfer purposes, the Board and the Association agree to treat Walden III School as separate schools between middle and high schools.

15.15 Internal Elementary Transfers

An internal elementary transfer is the transfer of an elementary teacher designated for displacement per Section 15.7 of this Agreement to a vacancy known to exist during the next semester within the same building.

15.15.1 Eligibility

Only elementary teachers notified by the Human Resources Department in writing of displacement the following semester qualify for internal elementary transfer. Notification by the building principal alone does not qualify teachers. Any teacher seeking internal elementary transfer must be fully licensed for the new position at the time of transfer. Tenure is not a consideration for eligibility.

15.15.2 Selection

Designated representatives of the Human Resources Department will contact teachers eligible per Section 15.15.1. These meetings will not take place at arena scheduling. In the event there is more than one (1) displaced teacher interested in a position, selection will be based on seniority.

15.15.3 Agreement

The transfer will be acknowledged by signed agreement between the District and the teacher. For purposes of eligibility for further transfers this transfer will be considered a voluntary transfer. Copies of this agreement will be sent to the Association. Any vacancies filled in this fashion are not required to be posted at arena scheduling or through any other posting procedures.

15.15.4 Timelines

Displacements occurring after July 15 will not be addressed under the terms of this Section.

16 TEACHER EVALUATIONS

16.1 Teacher Evaluation Endorsement

The Board and the Association endorse a program of frequent and productive teacher evaluation to improve teaching skills.

16.2 Teacher Orientation of Evaluation Procedures

During the first two (2) weeks of employment, the principal or other supervisor shall orient all teachers regarding evaluation procedures and instruments.

16.3 Designated Evaluator/Observing Administrator

One (1) administrator will be designated to evaluate a teacher. The teacher will be told who has been designated to evaluate him/her. The Designated Evaluator shall coordinate his/her evaluations and observations and may, at his/her request, utilize observations of other Observing Administrators in preparing an evaluation report.

16.4 Teacher Observation

Observations and related conferences are conducted for the purposes of formative assessment.

16.4.1 Observation of Non-Tenured Teachers

Reasonable efforts will be made to observe non-tenured teachers for the purposes of professional learning and teacher evaluation at least three (3) times but no more than six (6) times during the school year. The first formal observation must occur in the first quarter of the school year.

16.4.2 Observation of Tenured Teachers

Reasonable efforts will be made to observe tenured teachers at least one (1) time but no more than six (6) times during the designated evaluation year for the purposes of professional learning and teacher evaluation.

16.5 Observation Time Limit

Each classroom observation shall be made for a minimum of thirty (30) consecutive minutes.

16.6 Prior Notice of Observation

All classroom observations of a teacher shall be conducted with the knowledge of the teacher. All classroom observations shall be conducted after twenty-four (24) hours prior notice unless the teacher consents to a waiver of such notice prior to the beginning of the class period to be observed.

16.7 Pre-Observation Meeting/Form

The Designated Evaluator or Observing Administrator may utilize a pre-observation meeting and/or form. If a pre-observation meeting is to be held and/or a pre-observation form is to be utilized, a seventy-two (72) hour notice of the observation must be provided to the teacher. Following the provision of the seventy-two (72) hour notice, the teacher and administrator shall mutually agree to the time and date of the pre-observation meeting and/or the time and date by which the pre-observation form shall be completed.

16.8 Post-Observation Conference

Within five (5) school days after each classroom observation, the observer and teacher shall participate in a post-observation conference. During the conference, elements of the lesson and professional growth opportunities related to strengths and areas for improvement will be identified.

16.9 Observation Report

Within ten (10) school days of the post-observation conference, each teacher shall receive a copy of a classroom observation report, signed and dated by the designated evaluator, for each class period observed.

16.10 Professional Difficulties

The Designated Evaluator may identify a teacher who is having professional difficulties with classroom management, instructional skills, content knowledge, or teaching effectiveness with students and shall offer specific suggestions to guide the teacher toward the solution of the professional difficulty. Notice shall be provided in writing to the teacher and the Association shall also receive a copy of the notice. A performance improvement plan shall be jointly developed, in good faith, by the teacher and the Designated Evaluator. Absent mutual agreement, the Designated Evaluator will create and implement a performance improvement plan. Activities to include in the performance improvement plan may include, but are not limited to:

16.10.1 Demonstration

Demonstration in an actual classroom situation;

16.10.2 Role Model

Direction of the teacher toward a model for emulation, allowing opportunities for observations;

16.10.3 Conferences

Initiation of conferences between evaluator, observer(s), teacher, and appropriate director(s) of instruction, to develop plans directed toward improvement of classroom performance;

16.10.4 Workshops

Guidance of the teacher toward workshops;

16.10.5 Observation

Observation by the Designated Evaluator and/or the Observing Administrator to note the day-to-day lessons and their interrelationships as well as the progress of the teacher. The Designated Evaluator and/or Observing Administrator may exceed the maximum number of observations as specified in Section 16.4.1 and 16.4.2.

16.11 Teacher Response to Evaluation

The evaluation form shall be completed and placed in the teacher's personnel file located in the Human Resources Department. The teacher may attach his/her response to the evaluation. The teacher shall be provided with a copy of the evaluation.

16.12 Evaluation Instrument Changes

Changes in the evaluation instrument will be made by the Board only after joint study with the Association.

16.13 Evaluation of Nurses**16.13.1 Number of Evaluations**

Nurses will be evaluated at least once during the work year.

16.13.2 Designated Evaluator

The designated evaluator will be the administrator in charge of nurses.

16.13.3 Meeting with Evaluator

The evaluator and the nurse will meet periodically to discuss ways to improve work performance.

16.13.4 Meetings to Improve Performance

Nurses in their first year with the District and nurses who have not received an average or better evaluation in the past year will be required to meet more often with their evaluator in order to discuss ways of improving their performance.

17 SCHOOL CALENDAR

17.1 2009-10 School Calendar

S = # Student Days

Month	mon	tues	wed	thur	fri		S
August & September 2009	24/NT	25/NT	26/NT	27/ID	28/RT	August 24, 25 & 26 - New Teachers Report August 27 - Institute Day August 28 & 31 - Returning Teachers Report September 1 - First Day of School September 7 - Labor Day	21
	31/RT	1/X	2	3	4		
	7/LD	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30				
October				1	2	October 29 & 30 - WEAC Convention Recess	20
	5	6	7	8	9		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29/TC	30/TC		
November	2	3	4	5	6	November 26 & 27 - Thanksgiving Recess	19
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26/TR	27/TR		
	30						
December		1	2	3	4	December 23 - January 1 - Holiday Recess	16
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23/HR	24/HR	25/HR		
	28/HR	29/HR	30/HR	31/HR			
January 2010					1/HR	January 18 - Martin Luther King Day January 22 - End of 1 st Semester [1 st Semester - 90 days]	19
	4	5	6	7	8		
	11	12	13	14	15		
	18/MLK	19	20	21	(22)		
	25	26	27	28	29		
February	1	2	3	4	5	February 26 - Winter Break Day (contingent snow day)	19
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26/WB		
March	1	2	3	4	5		23
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31				
April				1	2/SR	April 2 - 9 - Spring Recess	16
	5/SR	6/SR	7/SR	8/SR	9/SR		
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29	30		
May	3	4	5	6	7	May 31 - Memorial Day	20
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	31/MD						
June		1	2	3	4	June 9 - Last Day of School June 10 - Records Day End of 2 nd Semester (may be adjusted to contingent school day) June 11 - Third Contingent School Day [2 nd Semester - 90 days]	7
	7	8	9	10/RD	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30				
						Total	180

17.1.1 2009-10 Summer School Calendar

S = # Student Days

S = # Student Days							
Month	mon	tues	wed	thur	fri		S
June 2010		1	2	3	4	June 21 - First day of summer school	8
	7	8	9	10	11		
	14	15	16	17	18		
	21/X	22	23	24	25		
	28	29	30				
July				1		July 5 - Independence Day Holiday July 29 - Last day of summer school	16
	5/ID	6	7	8			
	12	13	14	15			
	19	20	21	22			
	26	27	28	29/X			
						Totals	24

In consideration of the fact that July 4, 2010 is on a Sunday and the legal holiday is Monday, July 5, the first week of summer school classes will be held for five (5) days Monday through Friday, June 21-25, 2010. Therefore, during the week of July 5, there will be only three (3) days of summer school classes, Tuesday through Thursday, July 6-8, 2010.

17.1.2 2009-10 Year Round Education Calendar – Janes

S = # Student Days (dates underlined indicate Intersessions)

Month	mon	tues	wed	thur	fri		S
July 2009			1/NT	2/NT	3/ID	July 1 & 2 - New Teacher Preparation Days	18
	6/RT	7/RT	8/X	9	10	July 3 - Observance of Independence Day	
	13	14	15	16	17	July 6 & 7- Returning Teacher Days	
	20	21	22	23	24	July 8 - First Day of School for Students	
	27	28	29	30	31	July 23 - Open House July 31 - Last day of sch prior to 1 st Intersession	
August	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	August 3 - 28 - 1 st Intersession	1
	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	Remediation or enrichment courses for enrolled students from August 3 - 12 (8 days)	
	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>		
	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	August 31 - School Resumes	
	31						
September		1	2	3	4	September 7 - Labor Day	21
	7/LD	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30				
October				1	2	October 28 - 1 st Trimester Ends	20
	5	6	7	8	9	October 29 & 30 - WEAC Convention Recess	
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28	29/TC	30/TC		
November	2	3	4	5	6	November 2 - 2 nd Trimester Begins	19
	9	10	11	12	13	Nov. 20, 23, 24, 25 - Parent/Tchr Conf. 4K	
	16	17	18	19	20	November 23, 24, 25 - Parent/Tchr Conf. Gr K-5	
	23	24	25	26/TR	27/TR	November 26 & 27 - Thanksgiving Recess	
	30						
December		1	2	3	4	Dec 4 - Last day of school prior to 2 nd Intersession	4
	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	December 7 - January 1 - 2 nd Intersession	
	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	Remediation or enrichment courses for enrolled students from December 7 - 16 (8 days)	
	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>		
	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>			
January 2010					<u>1</u>	January 4 - School Resumes	19
	4	5	6	7	8	January 18 - Martin Luther King Day	
	11	12	13	14	15		
	18/MLK	19	20	21	22		
	25	26	27	28	29		
February	1	2	3	4	5	February 12 - Institute Day	18
	8	9	10	11	12/ID	February 25 - 2 nd Trimester ends	
	15	16	17	18	19	February 26 - Winter Break Day (contingent snow day)	
	22	23	24	25	26/WB		
March	1	2	3	4	5	March 1 - 3 rd Trimester Begins	23
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31				
April				1	2	April 1 - Last day of school prior to 3 rd Intersession	4
	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	April 2 - 27 - 3 rd Intersession	
	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	Remediation or enrichment courses for enrolled students from April 12 - 21 (8 days)	
	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>		
	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	April 28 - School Resumes	
May	3	4	5	6	7	May 31 - Memorial Day	20
	10	11	12	13	14		
	17	18	19	20	21		
	24	25	26	27	28		
	31/MD						
June		1	2	3	4	June 17 - 3 rd Trimester Ends - Last day of school for students	13
	7	8	9	10	11	June 18 - Records Day 3 rd Trimester	
	14	15	16	17	18/RD		
	21	22	23	24	25		
	30						
Trimesters						Totals	180
1 st Trimester - July 8 - October 28 (60 days)						(Make-up days due to inclement weather will be made up the week of April 26.)	
2 nd Trimester - November 2 - February 25 (60 days)							
3 rd Trimester - March 1 - June 17 (60 days)							

17.2 2010-11 School Calendar

S = # Student Days

Month	mon	tues	wed	thur	fri		S
August & September 2010	23/NT	24/NT	25/NT	26/NT	27/ID	Aug 23, 24, 25, & 26 - New Teachers Report August 27 - Institute Day August 30 & 31 - Returning Teachers Report September 1 - First Day of School September 6 - Labor Day	21
	30/RT	31/RT	1/X	2	3		
	6/LD	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30			
October					1	October 28 & 29 - WEAC Convention Recess	19
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28/TC	29/TC		
November	1	2	3	4	5	November 25 & 26 - Thanksgiving Recess	20
	8	9	10	11	12		
	15	16	17	18	19		
	22	23	24	25/TR	26/TR		
	29	30					
December			1	2	3	December 22 - 31 - Holiday Recess	15
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22/HR	23/HR	24/HR		
	27/HR	28/HR	29/HR	30/HR	31/HR		
January 2011	3	4	5	6	7	January 17 - Martin Luther King Day January 21 - End of 1 st Semester [1 st Semester - 89 days]	20
	10	11	12	13	14		
	17/MLK	18	19	20	(21)		
	24	25	26	27	28		
	31						
February		1	2	3	4	February 25 - Winter Break Day (contingent snow day)	19
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25/WB		
	28						
March		1	2	3	4		23
	7	8	9	10	11		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	31			
April					1	April 22 - 29 - Spring Recess	15
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22/SR		
	25/SR	26/SR	27/SR	28/SR	29/SR		
May	2	3	4	5	6	May 30 - Memorial Day	21
	9	10	11	12	13		
	16	17	18	19	20		
	23	24	25	26	27		
	30/MD	31					
June			1	2	3	June 9 - Last Day of School June 10 - Records Day End of 2 nd Semester (may be adjusted to contingent school day) June 13 - Third Contingent School Day [2 nd Semester - 91 days]	7
	6	7	8	9	10/RD		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30			
						Total	180

17.2.1 2010-11 Summer School Calendar

S = # Student Days

S = # Student Days							
Month	mon	tues	wed	thur	fri		S
June 2011			1	2	3	June 20 - First day of summer school	9
	6	7	8	9	10		
	13	14	15	16	17		
	20/X	21	22	23	24		
	27	28	29	30			
July & August	4/ID	5	6	7		July 4 - No summer school July 28 - Last day of summer school	15
	11	12	13	14			
	18	19	20	21			
	25	26	27	28/X			
						Totals	24

In consideration of the fact that July 4, 2011 is on a Monday, the first week of summer school classes will be held for five (5) days, Monday through Friday, June 20-24, 2011. Therefore, during the week of July 4, there will be only three (3) days of summer school classes, Tuesday through Thursday, July 5-7, 2011.

17.2.2 2010-11 Year Round Education Calendar – Janes

S = # Student Days (dates underlined indicate Intersessions)

S - # Student Days (dates underlined indicate intersessions)							S
Month	mon	tues	wed	thur	fri		
July 2010			30/NT	1/NT	2	June 30 & July 1 - New Teacher Preparation Days	17
	5/ID	6/RT	7/RT	8/X	9	July 5 - Observance of Independence Day	
	12	13	14	15	16	July 6 & 7 - Returning Teacher Days	
	19	20	21	22	23	July 8 - First Day of School for Students	
	26	27	28	29	30	July 22 - Open House	
August	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	July 30 - Last day of sch prior to 1 st Intersession	2
	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	August 2 - 27 - 1 st Intersession	
	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	Remediation or enrichment courses for enrolled students from August 2 - 11 (8 days)	
	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	August 30 - School Resumes	
	30	31					
September			1	2	3	September 6 - Labor Day	21
	<u>6/LD</u>	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30			
October					1	October 28 & 29 - WEAC Convention Recess	19
	4	5	6	7	8		
	11	12	13	14	15		
	18	19	20	21	22		
	25	26	27	28/TC	29/TC		
November	1	2	3	4	5	November 1 - 1 st Trimester Ends	20
	8	9	10	11	12	November 2 - 2 nd Trimester Begins	
	15	16	17	18	19	Nov. 19, 22, 23, 24 - Parent/Tchr Conf. 4K	
	22	23	24	25/TR	26/TR	November 22, 23, 24 - Parent/Tchr Conf. Gr K-5	
	29	30				November 25 & 26 - Thanksgiving Recess	
December			1	2	3	Dec 3 - Last day of school prior to 2 nd Intersession	3
	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	December 6 - 31 - 2 nd Intersession	
	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	Remediation or enrichment courses for enrolled students from December 6 - 15 (8 days)	
	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>		
	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>		
January 2011	3	4	5	6	7	January 3 - School Resumes	20
	10	11	12	13	14	January 17 - Martin Luther King Day	
	17/MLK	18	19	20	21		
	24	25	26	27	28		
	31						
February		1	2	3	4	February 24 - 2 nd Trimester ends	19
	7	8	9	10	11	February 25 - Winter Break Day (contingent snow day)	
	14	15	16	17	18	February 28 - 3 rd Trimester begins	
	21	22	23	24	25/WB		
	28						
March		1	2	3	4	March 11 - Institute Day	22
	7	8	9	10	11/ID		
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	31			
April					1	April 1 - Last day of sch prior to 3 rd Intersession	1
	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	April 4 - 29 - 3 rd Intersession	
	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	Remediation or enrichment courses for enrolled students from April 4 - 13 (8 days)	
	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>		
	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>		
May	2	3	4	5	6	May 2 - School Resumes	21
	9	10	11	12	13	May 30 - Memorial Day	
	16	17	18	19	20		
	23	24	25	26	27		
	30/MD	31					
June			1	2	3	June 21 - 3 rd Trimester Ends - Last day of school for students	15
	6	7	8	9	10	June 22 - Records Day 3 rd Trimester	
	13	14	15	16	17		
	20	21	22/RD	23	24		
	27	28	29	30			
Trimesters					Totals		180
1 st Trimester - July 8 - November 1 (60 days)					(Make-up days due to inclement weather will be made up the week of April 25)		
2 nd Trimester - November 2 - February 24 (60 days)							
3 rd Trimester - February 28 - June 20 (60 days)							

17.3 Calendar Guidelines

The teacher work year will consist of the following:

17.3.1 Returning Teacher Days are the two (2) weekdays immediately before September 1.

17.3.2 Institute Day is the weekday immediately before Returning Teacher Days.

17.3.3 New Teacher Days are the two (2) weekdays immediately before Institute Day. Additional weekdays may be scheduled adjacent to the existing weekdays in accordance with Section 18.10. Nurses are required to be present at their respective work assignments during New Teacher Days.

17.3.4 Student contact days start on the first weekday on or after September 1 and run for one hundred eighty (180) consecutive weekdays not including:

17.3.4.1 The two (2) days of WEAC Convention. Nurses are not required to be present at their respective work assignments during WEAC Convention days.

17.3.4.2 Thanksgiving and the adjacent Friday.

17.3.4.3 The first day of Holiday break will be December 22. If December 22 is a Tuesday the first day of Holiday break will be December 23.

17.3.4.4 The last day of Holiday break will be January 2. If January 2 is a Thursday the last day of Holiday break will be January 3.

17.3.4.5 Martin Luther King Day.

17.3.4.6 Spring Break on Good Friday and the full following week.

17.3.4.7 Semester 2 Records Day on the first weekday following one hundred eighty (180) student contact days.

17.3.5 Summer school starts on the second Monday after the scheduled Semester 2 Records Day and runs for twenty-four (24) consecutive weekdays with the following exceptions:

17.3.5.1 There will be no summer school scheduled on Fridays.

17.3.5.2 There will be no summer school on the 4th of July.

17.3.5.3 If the 4th of July falls on a Tuesday there will be no summer school on July 3.

17.3.5.4 If the 4th of July falls on a Wednesday there will be no summer school on July 5.

17.3.6 Year Round School

17.3.6.1 Student contact days will be on weekdays in three (3) trimesters of equal length totaling one hundred eighty (180) days.

17.3.6.2 There will be three (3) breaks of approximately equal length during the year-round school calendar.

17.3.6.3 Year Round School will not schedule student contact days per Section 17.3.4 with the exception that Records Day will fall on the first weekday following the end of the 3rd Trimester.

17.3.7 Additional Days for Nurses

17.3.7.1 Nurses will be provided the opportunity to make use of professional development days for the purpose of attending an educational opportunity. The supervisor of nursing services and the nurse must agree on the professional development days and the educational opportunity. The District will pay the registration fees associated with the educational opportunity, as well as any mileage incurred at the applicable IRS rate.

17.4 Special Days

17.4.1 Institute Day

Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 1:00 p.m. If Institute Day is scheduled prior to the returning teacher days, the District will not reschedule it. If Institute Day falls between the returning teacher days and the Year End Records Day, the Board or its designee may reschedule Institute Day to any date between those two dates.

17.4.2 New/Returning Teachers Reporting Days

Teachers will be obligated to be present at places assigned by the Superintendent of Schools or the administrative staff from 8:00 a.m. to 3:00 p.m., exclusive of a one (1) hour lunch period, during the days listed as "New Teachers Report" and "Returning Teachers Report."

17.4.2.1 Two Additional Added Training Days for New Teachers

Teachers in attendance at new teacher pre-school days in excess of two (2) days will receive one (1) compensatory day for each day attended, or portion thereof, at no salary loss.

17.4.2.1.1 The teacher must submit a written request to his/her principal or other supervisor and the Human Resources Department at least three (3) days before the day s/he desires personal leave; and

17.4.2.1.2 The teacher's request is not for a day immediately before or after either a holiday or recess period.

17.4.3 Year End Records Day

Teachers will be encouraged to be present at their assigned place at 8:00 a.m. Teachers who have completed their records and year-end responsibilities may check out beginning at 12:00 p.m.

17.4.4 Mandatory Open House Notice

17.4.4.1 The District may choose to conduct up to one (1) mandatory Open House per year.

17.4.4.2 The date for Open House will be announced no later than April 1st.

17.4.4.3 Open House may not fall during the first fifteen (15) student contact days and cannot fall on a Friday.

17.4.4.4 Open House must start between 5:00 p.m. and 7:00 p.m. and cannot exceed two (2) hours in length.

17.4.4.5 Open House for each level (elementary, middle school, high school) will be on the same day.

17.4.4.6 Buildings or programs with more than one (1) level may be assigned per any appropriate level.

17.4.4.7 Teachers with split assignments will attend Open House at their home school.

17.5 Changes to School Calendar Year

17.5.1 Extension of School Calendar

The school year shall not be extended beyond the school calendar year, except by written agreement between both parties with salaries increased as prorated on the regular yearly salary of that contract. An exception to this will be in the event that either prom or graduation ceremonies are held beyond the school calendar. In those cases, teachers who are assigned to prom and/or graduation supervision will be paid a lump sum of \$40.00 for each assignment. The District has the option of assigning any high school teacher(s) to either activity, but no more than a total of thirty (30) teachers for graduation and seven (7) teachers for prom supervision, in any given high school. The teacher(s) must be notified of the assignment by April 1st of the year in question, and, except in the case of emergencies, shall tender any excuse for non-attendance, by May 1st. The District will not unreasonably refuse to honor excuses presented prior to May 15th.

17.5.2 Make Up Days Without Pay

If school is closed prior to the time that teachers ordinarily report for work, due to emergencies, acts of God or inclement weather, teachers may be required to make up said day(s) without pay. Make up days will commence as follows:

17.5.2.1 If an inclement weather day occurs prior to the beginning of the second semester, then the first make up day will be Winter Break Day. The second inclement weather day will not be made up providing that the District has met the required number of days and instructional minutes as set out by the Department of Public Instruction.

17.5.2.2 If the first inclement weather day occurs after the start of the second semester, then the first day will not be made up providing that the District has met the required number of days and instructional minutes as set out by the Department of Public Instruction.

17.5.2.3 The remaining make up days will commence as of the next regular work day following the last scheduled day of school.

17.5.3 Make Up Days With Pay

17.5.3.1 When schools are open on a delayed start because of emergencies, acts of God, or inclement weather, all teachers are expected to be in their rooms or assigned places at least ten (10) minutes before the time for the tardy signal.

17.5.3.2 Any day that teachers are required to report to work shall be counted as a full work day. However, when emergencies, acts of God or inclement weather causes early dismissal or late start of students, teachers who are required to make up said day(s) or portions thereof, shall be paid an increase in salary, prorated according to their regular yearly salary. Proration shall be the yearly salary divided by the number of contract days. For purpose of this Section a contract day is seven and one-half (7-1/2) hours. Make up days will immediately follow the end of the regular school year.

17.6 Summer School

17.6.1 Summer School Courses

The District will notify the Association on or before May 1st of each year of twenty-four (24) day summer school courses. The District will give notice to the Association of hours for the twenty-four (24) day summer school courses by May 1st.

17.6.2 Exceptions to Summer School Courses

The District will notify the Association on or before June 1st of each year of any exceptions to the twenty-four (24) day summer school courses. Field Study and Earth Science Trips are excluded from these provisions.

17.7 Parent/Teacher Conferences

17.7.1 Parent Attendance

Teachers shall adapt their schedule so that all parents will have the opportunity to attend the conferences.

17.7.2 Daily Conferences Completed

Teachers may leave their schools when they have completed their conferences scheduled for the day.

17.7.3 Security in Building

When parent/teacher conferences are scheduled after 4:00 p.m., the principal shall provide security for teachers in the school and as they go to their cars.

17.7.4 Other Meetings

During the period when the Superintendent of Schools or his/her designee schedules school parent/teacher conferences, faculty, inservice, or IEP meetings shall not be held, except for emergencies.

17.7.5 Conferences Outside Conference Dates

Teachers will be given credit toward the referenced hours for any parent/teacher 1st Quarter conferences conducted outside the regular school day with parents who cannot attend on the regularly scheduled conference dates.

17.7.6 Elementary School Parent/Teacher Conferences

The Superintendent of Schools or his/her designee will schedule school days to assist teachers in conducting parent/teacher conferences. Teachers are responsible for scheduling and conducting the conferences in such a manner as to adequately report pupil progress to parents. Parent/teacher conferences at the elementary schools will be scheduled as follows:

17.7.6.1 Parent/teacher conferences for full-day 5-year old kindergarten and grades 1 thru 5 will be held on the three (3) consecutive school days [eighteen (18) hours] before Thanksgiving Recess (Monday, Tuesday, Wednesday).

17.7.6.2 Parent/teacher conferences for half-day 4-year old kindergarten will be held on the four (4) consecutive school days [twenty-four (24) hours] before Thanksgiving Recess (Friday, Monday, Tuesday, Wednesday).

17.7.6.3 Second semester parent/teacher conferences for all grades (K4-Gr.5) will be scheduled on Thursday evening and Friday of the sixth week of the third quarter.

17.7.7 Middle School Parent/Teacher Conferences

In the event parent/teacher conferences at the middle schools are determined by the District to be held, they will be scheduled as follows:

17.7.7.1 An evening conference on the Monday before Thanksgiving Recess will be held between the hours of 5:00 p.m. to 8:00 p.m. On the Tuesday before Thanksgiving Recess conferences will be held between the hours of 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. A morning conference on the Wednesday before Thanksgiving Recess will be held between the hours of 8:00 a.m. to 11:00 a.m. with teacher dismissal occurring at 11:00 a.m.

17.7.7.2 Teachers are responsible for conducting the conference in such a manner as to adequately report pupil progress to parents.

17.7.7.3 A conference on the Thursday evening of the sixth week of the third quarter between the hours of 5:00 p.m. to 8:00 p.m.

17.7.8 High School Parent/Teacher Conferences

In the event parent/teacher conferences at the high schools are determined by the District to be held, they will be scheduled as follows:

17.7.8.1 An evening conference on the Tuesday before Thanksgiving Recess will be held between the hours of 5:00 p.m. to 8:00 p.m. A morning conference on the Wednesday before Thanksgiving Recess will be held between the hours of 8:00 a.m. to 11:00 a.m. with teacher dismissal occurring at 11:00 a.m.

17.7.8.2 The second semester parent/teacher conferences will be on the Thursday evening of the sixth week of the third quarter between the hours of 5:00 p.m. and 8:00 p.m.

17.7.9 Specialty School Parent/Teacher Conferences

17.7.9.1 Walden Middle and High Schools and the REAL School will have parent/teacher conferences for half day (p.m.) and the full following day on the following days:

Thursday and Friday following the end of 1st Quarter
 Two (2) school days prior to 1st Semester Records Day
 Two (2) school days prior to Spring Recess
 Two (2) school days prior to 2nd Semester Records Day

17.7.9.2 Red Apple will have parent/teacher conferences as follows:

- 1st Quarter Same as other elementary schools
- 2nd Quarter One half-day scheduled for the afternoon of the first (non-holiday) Thursday following the end of the 2nd Quarter.

One-half day scheduled for the first (non-holiday) Friday afternoon following the end of 2nd Quarter.
- 3rd Quarter Same as other elementary schools.

17.8 Pre-School Day(s)

17.8.1 Pre-School Staff Meetings

There will be no meetings held on the second pre-school returning teacher report day unless the Association furnishes a written waiver.

17.9 Attendance at Meetings on Records Day

On Records Day, the District will not require attendance at parent/teacher conferences, faculty inservice or IEP meetings except for emergencies.

17.10 Pay Days

Teachers will be notified by September 1st of each calendar year of the dates on which the teachers will receive their biweekly salary. Teachers will be entitled to annually elect either a twenty-two (22) or twenty-six (26) pay option. Payments for summer school will be made on the twenty-six (26) pay schedule. The District may, at its option, change the twenty-six (26) pay periods option to twenty-seven (27) pay periods.

If an emergency prevents pay being made as scheduled, salaries will be paid on the next business day.

The District will not be responsible for late checks due to mail service delays.

17.11 High School Exam Days

If parent/teacher conferences are conducted at the high school level, high school exam days will be scheduled each semester on the three (3) school days prior to Records Day. The structure will be similar to the schedule implemented for the 2003-04 school year. On exam days students will be present for no more than four and one-half (4-1/2) continuous hours on any exam day.

17.12 Last Day of School

Students will be released two (2) hours early on the last day of school providing that all schools meet the DPI instructional minutes requirement.

18 PROFESSIONAL COMPENSATION

18.1 Salary and Extra-Duty Schedules

The professional compensation for teachers shall be as set forth in the "Basic Salary Schedule for Teachers," the "Basic Salary Schedule for Psychologists," and the extra-duty job schedule as listed in this Section. See Appendixes (Section 30 and Section 31) for the salary schedules.

18.2 Salary Schedule Credits

18.2.1 BA+12 and BA+24 Credits

The additional 12 and 24 credits indicated for the BA+12 and BA+24 in the schedule "Basic Salary Schedule for Teachers" shall include semester hours of graduate credit only. The credits referred to must be from a North Central accredited school or from one accredited by an equivalent agency and must be earned after the indicated degree.

18.2.2 MA+12 and MA+24 Credits

The additional 12 and 24 credits indicated for the MA+12 and MA+24 in the schedule "Basic Salary Schedule for Teachers" may include semester hours of graduate and/or undergraduate credit. The credits referred to must be from a North Central accredited school or from one accredited by an equivalent agency and must be earned after the indicated degree.

18.2.3 Course Approval for Upgrading

With the exception of semester credits related to school administration, pupil personnel, or curriculum and instruction, only those additional semester hours beyond the BA and MA which are relevant to the teacher's responsibilities or assignment shall be counted for upgrading on the salary schedule. Prior approval for all courses to be taken for upgrading on the salary schedule must be obtained from the Human Resources Department.

18.3 Annual Salary Increments

Teachers rendering satisfactory service shall receive annual salary increments until the maximum has been reached. An increment may be denied any teacher not fully performing the duties of his/her position. Any increment denied will be explained in writing to the teacher prior to tendering the contract for the subsequent year.

18.4 Salary Schedule Level Changes

Teachers whose qualifications enable them to move from one level of preparation to the next higher level must give transcripts proving this to their principals who will forward them to the Human Resources Department. The Board acts on advancement at the October and March meetings. Resultant compensation changes are made retroactive to the first day of the semester in which the eligibility is established.

18.5 Salary Payments

The salary to which a teacher is entitled under his/her individual contract will be paid in twenty-two (22) or twenty-six (26) equal installments. The District may, at its option, change the twenty-six (26) pay periods option to twenty-seven (27) pay periods and again back to twenty-six (26) pay periods as circumstances dictate.

18.5.1 Extra-Duty Compensation

Extra-duty compensation will be paid by the District in quarterly installments on the sixth (6th), twelfth (12th), eighteenth (18th) and twenty-second (22nd) paychecks of the school year.

18.5.1.1 Payment on the sixth (6th) check includes:

- 18.5.1.1.1** One-quarter (1/4) payment of year round stipends
- 18.5.1.1.2** Middle School Intra/Extramural Cross Country and Basketball
- 18.5.1.1.3** Completed Middle School Intramural Sports
- 18.5.1.1.4** Completed Musical/Drama Productions
- 18.5.1.1.5** High School Fall Sports as follows:
 - 18.5.1.1.5.1** Girls' Golf, Tennis, Volleyball, Swimming and Cross Country
 - 18.5.1.1.5.2** Boys' Cross Country, Football and Soccer

18.5.1.2 Payment on the twelfth (12th) check includes:

- 18.5.1.2.1** One-quarter (1/4) payment of year round stipends
- 18.5.1.2.2** Middle School Intra/Extramural Volleyball
- 18.5.1.2.3** Completed Middle School Intramural Sports
- 18.5.1.2.4** Completed Musical/Drama Productions

18.5.1.3 Payment on the eighteenth (18th) check includes:

- 18.5.1.3.1** One-quarter (1/4) payment of year round stipends
- 18.5.1.3.2** Middle School Intra/Extramural Boys' Basketball
- 18.5.1.3.3** Completed Middle School Intramural Sports
- 18.5.1.3.4** Completed Musical/Drama Productions
- 18.5.1.3.5** High School Winter Sports as follows:
 - 18.5.1.3.5.1** Girls' Basketball and Gymnastics
 - 18.5.1.3.5.2** Boys' Basketball, Wrestling and Swimming

18.5.1.4 Payment on the twenty-second (22nd) check includes:

- 18.5.1.4.1** One-quarter (1/4) payment of year round stipends
- 18.5.1.4.2** Middle School Intra/Extramural Track
- 18.5.1.4.3** Completed Middle School Intramural Sports
- 18.5.1.4.4** Completed Musical/Drama Productions
- 18.5.1.4.5** High School Spring Sports as follows:
 - 18.5.1.4.5.1** Girls' Soccer, Softball and Track
 - 18.5.1.4.5.2** Boys' Track, Baseball, Tennis and Golf

18.5.2 Partial Year

Any teacher whose employment begins after the first scheduled day for all teachers or terminates prior to second semester Records Day will be paid pro-rata based on a one hundred eighty-seven (187) day work year.

Teachers with employment ending voluntarily on or after June 1 will receive insurance through August 31.

Teachers with employment ending voluntarily prior to June 1 will receive insurance based on their pro-rated days worked.

Teachers terminated by vote of the School Board will receive insurance benefits through the date and time of the termination vote unless otherwise mutually agreed to by the parties.

18.6 Compensable Extra-Duty Responsibilities

Teachers who satisfactorily perform assigned extra-duty responsibilities which are in addition to their regular classroom duties and regularly assigned extra-curricular work will be paid additional compensation above the basic salary schedule as set forth in the schedule "Compensable Extra-Duty Responsibilities."

18.7 Salary Differential – Special Education Teachers

18.7.1 CDB/CDS Teachers

Teachers who are fully certified by the Wisconsin Bureau for Handicapped Children and the State Department of Public Instruction will be paid a salary differential equivalent to two (2) steps above their normal eligible step placements when they are assigned to teach mentally handicapped children: Except that teachers whose employment commences after July 1, 1972, and who are assigned to teach cognitive disability-borderline or cognitive disability-severe students will be paid a salary differential equivalent to one (1) step above their normal eligible step placement; teachers whose employment commences after July 1, 1973, and who are assigned to teach cognitive disability-borderline or cognitive disability-severe students will not be paid a salary differential.

18.7.2 EBD Teachers

The additional two (2) step placement on the teacher salary schedule advantage given to special education EBD teachers for 1990-91 will be given to other District special education EBD teachers under the following conditions:

18.7.2.1 The additional step(s) will be phased in starting with the 1991-92 school year.

18.7.2.2 Current special education EBD teachers below step 6 who have not previously received a step placement advantage will receive one (1) additional step at the start of the 1991-92 school year and one (1) additional step at the start of the 1992-93 school year.

18.7.2.3 Current special education EBD teachers from step 5 to step 11 who have not previously received a step placement advantage will receive one (1) additional step at the start of the 1991-92 school year.

18.7.2.4 Special education EBD teachers receiving the additional step(s) advantage may not advance beyond old step 13/new step 12 of the teacher salary schedule.

18.7.2.5 The additional step(s) advantage may only be received once.

18.7.2.6 Special education EBD teachers who have received the additional step(s) advantage shall forfeit the additional step(s) if they transfer out of EBD.

18.7.2.7 Special education EBD teachers at the Alternative Center shall receive the additional step(s) outlined in Sections 18.7.2.2 and 18.7.2.3 except that they shall be implemented starting with the 1990-91 and 1991-92 school years.

18.8 Summer School/Curriculum Writing/Counseling Compensation/Janes Inter-session

The compensation for a teacher issued a summer school or Janes Inter-session teaching contract will be prorated at .0025 of his/her annual base salary per half day [four (4) hours]. The daily rate for a teacher involved in preparing curriculum or in counseling will be .00375 of his/her annual salary.

18.8.1 Secondary Summer School Subject Area Assignments

For purposes of secondary level (middle school, high school) summer school assignments, teachers who have taught regular school year courses in a particular subject area in the District (e.g., business education, science, English) will be given priority over teachers who have not. Teachers who are licensed in a particular subject will be given priority over those who are not.

18.8.2 Elimination of Summer School Courses

If any summer school course other than an enrichment course is eliminated, the resulting staffing problem(s) will be addressed by the affected teacher(s) in a meeting with the summer school principal. The summer school principal will facilitate the meeting. If no agreement can be reached after a good faith effort, the reduction of staff will be based upon District seniority with the following conditions:

18.8.2.1 Elementary Summer School Reduction

At the elementary level, provided the staff has the correct licensure, seniority in the grade level or subject area affected will be used to reduce staff.

18.8.2.2 Secondary Summer School Reduction

At the secondary level, provided the staff has the correct licensure, seniority in the subject area affected will be used to reduce staff.

18.8.3 Curriculum Writing Jobs

18.8.3.1 must be posted through the Human Resources Department;

18.8.3.2 must be posted for two (2) weeks;

18.8.3.3 will be selected by the appropriate C & I Supervisor or Director of Curriculum and Instruction.

18.8.4 Summer Inservice for Book Adoption

Voluntary summer inservice for book adoptions would be paid at the summer school rate.

18.9 Salary Deductions

Deductions from a teacher's salary because of absence not allowable shall be the yearly salary divided by the number of contract days for each day absent.

18.10 Work Beyond School Year Calendar Compensation

A teacher who is assigned to work beyond the regular school year calendar shall receive pro rata payment based on his/her placement on the "Basic Salary Schedule for Teachers," except as provided elsewhere in this Agreement.

18.11 Extra-Duty Position Contract

18.11.1 Supplemental Contract

Teachers who are appointed to extra-duty responsibility positions, excluding intern supervisors, will be covered by the supplemental contract with respect to such position. The terms of the supplemental contract are subject to the terms of the Agreement.

18.11.2 Probationary Period

A teacher who holds a supplemental contract for an extra-duty responsibility position may be removed from such position by the Board without application of the good cause standard, referred to in Subsection 7.2, during a probationary period of two (2) years which shall exist from his/her date of appointment to such extra-duty responsibility position.

18.12 Prorating Part-Time Experience

If a part-time teacher is assigned to a full-time teaching position, the part-time experience shall be prorated to determine the full-time equivalency for placement on the "Basic Salary Schedule for Teachers."

18.13 Counselor Compensation Days

Prior to the beginning of any school year, the District may ask high school counselors to work on days not required of other teachers. These days will be on or during a period of no more than ten (10) work days prior to the new teacher reporting date. It is understood that this is an activity which is entirely voluntary on the part of the counselor and that payment will be in the form of an equal number of compensation days. The scheduling of these compensation days will be with the approval of the principal. Approval will be granted unless the absence would result in a curtailment of necessary counseling services.

18.13.1 Number of Days

Each high school will be allowed a maximum of eighteen (18) days per year.

18.14 Extra-Duty Jobs Created During Term of Agreement or Hiatus

18.14.1 The parties acknowledge the District's right to create or eliminate extra-duty positions and its obligation to bargain the impact of same, including wages, with the Association.

18.14.2 Within ten (10) days after the Human Resources Department takes action to create any new extra-duty position, the District will notify the Association of such fact. Thereafter, the bargaining representatives of the parties will engage in timely negotiations over the impact of such decision. All new extra-duty positions will be posted per Section 15.1.2 of the Agreement prior to such positions being filled.

18.14.2.1 The District may temporarily fill a new extra-duty position for up to five (5) school days prior to posting, and through completion of the posting, selection and assignment process. The Human Resources Department and the Executive Director of the Association may agree to extend said five (5) day time period.

18.14.3 In the event parties cannot reach agreement on rate for a particular extra-duty position after thirty (30) days of the creation of a new extra-duty job, said dispute will be subject to interest arbitration with the Arbitrator being selected from the WERC rather than the Commission's list of approved private arbitrators. Interest arbitration will be scheduled

one time, at the end of each school year, and the pay rate for all newly created extra-duty jobs not already agreed upon will be arbitrated at that time.

18.14.4 In making the decision, an arbitrator will be guided by the extra-duty compensation ratios set out in Sections 18.25 through 18.27 of the Agreement, and in no event will the Arbitrator be authorized to exceed the highest rate set out anywhere in those Sections for any new extra-duty position.

18.14.5 From the effective date of the new extra-duty position until the date of a wage rate agreement or arbitration award, the rate of compensation will be established and paid somewhere between those set out in Sections 18.25 and 18.27. If necessary, said rate will be adjusted retroactively upon reaching an agreement or the issuance of an award.

18.15 Testing Coordinator Extra-Duty Position

18.15.1 Each directing principal may elect to use a building staff member as testing coordinator for the WKCE, NWEA-MAP and WRCT testing.

18.15.2 The testing coordinator will work under the direction of a building administrator.

18.15.3 Only internal building candidates will be considered for the position.

18.15.4 The job must be posted and selection will be between the five (5) most senior.

18.15.5 Compensation will be per Section 18.22 for work outside the school day.

18.15.6 Teachers performing this duty will submit their hours weekly to the administrator to whom they report.

18.16 High School Classroom Teacher Lunchroom Supervision Extra-Duty Position

18.16.1 Positions will be for a minimum of twenty (20) minutes.

18.16.2 Positions will be for a minimum of one (1) semester.

18.16.3 The time and duration of a position will be stated in the posting.

18.16.4 Compensation will be per Section 18.22. This does not include time going to or from the supervision station.

18.16.5 Teachers applying for this position do so with the knowledge that this assignment may interfere with their duty-free lunch or preparation period. By accepting this position, the individual relinquishes any claim for consideration for loss of duty-free lunch or preparation period.

18.16.6 These positions will be re-posted at the start of each semester.

18.16.7 Teachers will only be compensated under this provision for work during their lunch or preparation period.

18.16.8 The District will not issue extra-duty contracts for the Lunchroom Supervision extra-duty positions.

18.16.9 The District agrees that the principal(s) in the applicable building(s) will write the successful applicant(s) a letter indicating his/her appointment to the position, the hours of work and the expectations of the assignment.

18.16.10 The District agrees, upon request, to release a teacher from this extra-duty position, if s/he feels that this duty creates a hardship relative to his/her teaching schedule.

18.17 Translation Duties Extra-Duty Position

18.17.1 Foreign language coordinator, bilingual coordinator and bilingual unit leaders will perform translation or interpreter work as directed by their principal per their extra-duty responsibilities. A job description will be created as provided for in the collective bargaining agreement to establish such duties.

18.17.2 Teachers who are not foreign language coordinators, bilingual coordinators or unit leaders with bilingual ability who are required by the school principal to perform translation (written) or interpreter work (verbal) that falls outside their classroom responsibilities will be paid per Section 18.22. Such services will not be performed unless expressly authorized by the directing principal.

18.17.3 Prior to using teachers to perform bilingual services that fall outside of their classroom responsibilities, the principal will make a good faith effort to obtain the services under its purchased services agreement with an outside company, as long as such purchased services agreement exists. Availability and timeliness of services will be a factor in making a good faith effort.

18.17.4 Teachers performing such bilingual duties at the direction of the principal will be considered as acting within the scope of their employment and in accordance with Board policy and state law.

18.18 Mentoring Program Extra-Duty Position

18.18.1 Mentor Selection & Assignment

18.18.1.1 The position of Teacher Mentor will be a posted extra-duty position.

18.18.1.2 Postings for mentor positions will include the grade level or subject area, building, teaching assignment of the mentee, and approximate hours of required meetings (not to include individual mentor/mentee meetings).

18.18.1.3 No mentor will be assigned more than one (1) mentee if other qualified mentors are available.

18.18.1.4 Mentors must be fully licensed, tenured teachers.

18.18.1.5 Mentors shall be selected for one (1) year terms.

18.18.1.6 If requested, mentors will be automatically renewed to continue assignments with their mentees unless either the mentor or mentee objects to extending the current assignment.

18.18.1.7 A mentor/mentee may submit a written request to end a mentor/mentee assignment. The mentee may make only one (1) such request. The District will make every reasonable effort to provide a new mentor for the mentee in a timely fashion.

18.18.1.8 Mentors may be relieved of their duties for good cause shown.

18.18.2 Mentor Responsibilities

18.18.2.1 Utilizing the Section 25 Joint Job Description Committee, a job description for the mentor position will be created.

18.18.2.2 New mentor training will be offered on at least an annual basis following mentor selection. Pay for training outside the school day will fall under Section 10.5. Training outside the school calendar will be at a rate established through the provisions of Section 18.14 of the collective bargaining agreement.

18.18.2.3 Mentors will be expected to attend all required meetings as listed in the posting plus spend one-half day working with their mentee on the last scheduled day for New Teachers.

18.18.3 Legal Protection

18.18.3.1 All communication between the mentor and the mentee, or by one about the other, either oral or written, will be considered confidential by the District. The District will not solicit nor make use of any such communication for District purposes unless such is required by state law or state regulation.

18.18.3.2 The contractually prescribed classroom evaluations for both the mentor and mentee may not reflect their involvement in the mentor process in any fashion, either positively or negatively.

18.18.3.3 The District will provide full liability and legal defense for any mentor arising out of acts or omissions as provided in Section 895.48, Wisconsin Statutes.

18.18.4 Compensation

18.18.4.1 Mentors will be compensated at the extra-duty rate of .01 per mentee for each semester or portion thereof where they are assigned to serve as a mentor.

18.19 Homebound Teachers

Homebound Teachers will be paid per Section 18.22 including one (1) hour prep time per student per week or portion thereof.

18.20 Traveling Teachers

18.20.1 Traveling teachers will be compensated per Section 18.22 for minutes below required prep time or lunch.

18.20.2 Traveling teachers will be compensated per Section 18.22 for mandatory work-day minutes beyond contractual requirements of their home school. This does not include after school meetings.

18.20.3 Teachers who travel between two (2) or more buildings on the same day will receive mileage at the IRS rate for travel between buildings.

18.20.4 Teachers who travel between two (2) or more buildings on the same day will be relieved of all duties to substitute and all regular supervisory assignments in all assigned buildings.

18.20.5 The District will make reasonable effort to provide staff who travel between two or more buildings on the same day and deliver scheduled therapy or instruction with a re-

served parking space immediately adjacent to administrative parking or handicapped parking. The reserved space does not require the creation of new parking spaces.

18.21 Packing Days

Teachers required to move between buildings due to displacement from budget cuts or program changes will be paid a maximum of eight (8) hours under Section 18.22 for time packing out and packing in. This provision does not apply to teachers transferring voluntarily through the posting process.

18.22 General Rate

The following rates are in place for duties specified elsewhere in this Agreement.

2009-10:

Rate A:	First time in a given week (Monday-Friday)	.37
Rate B:	Second time or beyond in the same calendar week	.55

2010-11:

Rate A:	First time in a given week (Monday-Friday)	.38
Rate B:	Second time or beyond in the same calendar week	.57

Rate B is only to be used for substituting during prep time (Section 10.4.4).

These rates will be adjusted in each new contract to reflect the per cell increase in scheduled salaries at the start of the contract.

Rates will be rounded to the nearest whole cent.

Teachers may be required to submit time sheets or other evidence in support of compensation under these rates.

The District may calculate the total time that will be used for calculating compensation per this rate based on hours in job postings. This does not constitute definition of a work day for such assignments but should reasonably reflect the average time required.

18.23 Grant Rates

All teacher compensation under grants funded within the District effective April 1, 2006 will continue at the rate in place on that date.

All new grants, all grants renewed with or without modification, and all grants for which funding has changed after this date must follow the procedures established in Section 18.14 to establish compensation for teachers under the grant. This applies to all grants regardless of the employment status of the individual making the grant application.

18.24 Other Compensation

Other references to compensation can be found at:

10.4.3	Pay for Additional Instructional Period
10.4.4	Pay for Substituting During Prep Time
10.5	Building/Departmental/Subject Area Meetings
10.8	Pay for Supervision/Chaperoning
17.5.1	Extension of School Calendar
17.5.3	Make Up Days With Pay
22.1.5	Personal Leave Days
23.1	Jury Duty
23.4	Service in Reserve/Guard

18.25 Schedule Compensable Extra-Duty Responsibilities

SCHEDULE
COMPENSABLE EXTRA-DUTY RESPONSIBILITIES

	Individual Contract Periods	Extra Compensation Ratio* (1.00 = MA+24)
General Helping Teachers	10.25	.037
Subject Helping Teachers	10	.020
Music Helping Teachers	10	.025
Diagnosticians	10	.037
Helping Clinician	10.5	.037
Lead Social Worker		.044
Lead Guidance Counselor		.044
Lead Psychologist		.044
High School Department Chairperson	10	.044
High School Instrumental Music	10	.044
High School Instrumental Music Assistant	10	.029
High School Vocal Music	10	.044
High School Dramatics (per high school)**		
For 2 Major and 1 Minor Productions		
Director (each Major)		.020
Assistant Director (each Major)		.015
Director (Minor)		.015
Assistant Director (each Minor)		.010
For 1 Major and 1 Musical Productions		
Director (Major)		.020
Assistant Director		.015
Director (Musical)		.029
Assistant Director (Technical)		.020
Assistant Director (Vocal)		.020
Assistant Director (Instrumental)		.020
Assistant Director (Choreography)		.015
For 1 Major and 2 Minor Productions		
Director (Major)		.020
Assistant Director		.015
Director (each Minor)		.015
Assistant Director (each Minor)		.010
Middle School Dramatics (per school)**		
For 2 Major and 1 Minor Productions		
Director (each Major)		.014
Assistant Director (each Major)		.010
Director (Minor)		.010
Assistant Director		.007

	Individual Contract Periods	Extra Compensation Ratio* (1.00 = MA+24)
For 1 Major and 1 Musical Productions		
Director (Major)		.014
Assistant Director		.010
Director (Musical)		.020
Assistant Director (Technical)		.013
Assistant Director (Vocal)		.013
Assistant Director (Instrumental)		.013
Assistant Director (Choreography)		.010
For 1 Major and 2 Minor Productions		
Director (Major)		.014
Assistant Director		.010
Director (each Minor)		.010
Assistant Director (each Minor)		.007
Elementary, Middle School, Senior High Team Leader		
Less than five (5) teachers including team leader		.020
Five (5) or more teachers		.025
Unit Leaders (Multi-grade level)	10	.030
Elementary Adm. Assistants	10	.025
Elementary Specialty Coordinator		.036
At-Risk Coordinator		.044
Subject Area Coordinator		.062
(Includes Foreign Language, Home Economics, Industrial Arts, Vocational, Guidance, Math and Physical Education/Health)		
Bilingual Coordinator	10.5	.068
Foreign Language Coordinator	10.5	.062
Family & Consumer Science Coordinator	10.5	.062
Technology & Engineering Ed. Coordinator	10.5	.062
Vocational Guidance Coordinator	10.5	.062
Student Treasury Advisor	10	.040
Supervisor of Interns (1 intern semester)	10	.018
Debate	10	.020
Forensics	10	.020
School Social Worker (Certified)**	10	.027
Work Experience Coordinator	10.5	.020
Middle School Vocal Music		.020
Middle School Vocal Music Second Person		.010
Middle School Instrumental Music		.020
Middle School Instrumental Music Second Person		.010
Middle School Newspaper		.020
Middle School Yearbook		.020
High School Science Team Coach**		.020

Teachers conducting the summer courses "Field Studies in Earth Science" and "Wisconsin Walkabout" shall receive twice their daily rate of pay for each day the summer course is conducted.

**Extra Compensation
Ratio*
(1.00 = MA+24)**

Teachers involved in curriculum writing programs occurring outside of the regularly scheduled school day shall be compensated at eighty percent (80%) of their pro rata hourly rate for each hour of curriculum writing involvement.

Intramural Coordinator	.040
Intramural Supervisor (per activity)***	.020
Intramural/Extramural Coach	
Eight (8) week program	.025
Six (6) week program	.020
Academic Decathlon Advisor	.020
Home Work Center	.020
Mandatory After School Study Hall Monitor (M.A.S.H.)	.020
Voluntary After School Study Hall	.020
After School Testing	.020
Magnet School Coordinator	.036
Year-Round Coordinator	.062
Mack Center/Racine Middle School Coordinator	.072

Ten (10) middle school subject representatives at each of the five (5) larger middle schools as follows:

Art/Foreign Language	.020
Business Education/Technical Education	.020
Home Economics	.020
Physical Education	.020
Music/Speech/Drama	.025
Math	.025
Language Arts/Reading	.025
Science	.025
Social Studies	.025
Special Education	.025

Elementary Staff Development Teacher	.036
Institute Day Inservice Presenter	\$40.00
(Excluding Staff Development Teacher(s) and providing the request to speak has been submitted on behalf of the District's Administration.)	
Testing Coordinator	per Section 18.22
High School Classroom Teacher Lunchroom Supervision	per Section 18.22
English Festival Coordinator	\$40.00/hr
CTSO, FBLA, DECA, HOSA, FCCLA, SkillsUSA Advisors	.016
Part-time (after-school) COFY assignments	per Section 18.22
Saturday Defibrillator Training	per Section 18.22
Mentor Presentations	per Section 18.22
Lighted Schoolhouse	per Section 18.22
Summer Inservice	Hourly Rate
Trainers	per Section 18.22
Wadewitz Clinic	per Section 18.22
Student Assistance Program	per Section 18.22
Student Assistance Coordinator	per Section 18.22

**Extra Compensation
Ratio*
(1.00 = MA+24)**

Instructional Leader	.044
The District may provide Instructional Leaders at each elementary, middle and high school building.	
All Instructional Leader job postings will include a comprehensive list of duties.	
The number of teachers assigned to that instructional leader shall not exceed twenty (20).	
Student Council Advisor	.020
One (1) per school 0-699 students	
Two (2) per school 700-1399 students	
Three (3) per school 1400-2099 students	
Four (4) per school 2100 or more students	
None of the above positions will receive release time during the school day related to this position.	
Bully Prevention Coordinator	\$980

P-5 POSITIONS

Tutoring. Two (2) teachers from each P-5 school would be assigned on a voluntary basis for after-school tutoring and would be paid at a rate of \$17 per hour, or portion thereof. Tutoring will not exceed five (5) hours per week. Assistants may be assigned to such tutoring sessions as part of their regular work day.

Coordinator/Specialists Rates

P-5 Coordinator/Teacher	.036
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Outposting/Overflow. In the future, the parties will bargain upon request the impact of increased class loads of teachers in overflow schools where the increase is due to students displaced from P-5 schools.

Inservice. Teachers may be released from classroom duties for P-5 inservicing during regular school days. If inservicing is done after school, teachers who are being inserviced will be paid at the rate of \$14.50 per hour. Teachers as P-5 inservice presenters, will take a pay deduct and be paid \$300 per day for inservicing during the school day, or \$35.00 per hour after the school day. Coordinators do not get paid for inservice delivery, but do for receiving inservice.

Clubs. P-5 club advisors will be paid at the rate of .010. The foregoing rate was computed with the understanding that clubs will meet a maximum of 38 times per year. Clubs that meet less will have their club advisor pay reduced on a pro-rata basis. Teachers get first preference for such jobs on a voluntary basis.

* Extra Compensation Ratio: The percent by which the MA+24, old Step 12/new Step 11 is multiplied to give the annual extra compensation.

- ** These positions are not covered by extra-duty position contract referred to in Subsection 18.11: Positions of high school dramatics, middle school dramatics, school social worker (certified), and high school science team coach given a double asterisk to show the extra-duty contract does not apply to them.
- *** Maximum eight (8) positions per school. Activities to include soccer, volleyball, track, cross country, softball, basketball, etc.

18.26 Extra-Duty Compensation Ratio – Senior High Head Coaches

EXTRA-DUTY COMPENSATION RATIO*
Steps Based on Years of Coaching Experience
Senior High School

Position	Step 1 (1-5 Yrs.)	Step 5 (6-10 Yrs.)	Step 10 (Over 10 Yrs.)
Head Football	.072	.080	.088
Head Basketball	.065	.073	.081
Head Track	.063	.071	.079
Head Wrestling	.061	.069	.077
Head Gymnastics	.051	.059	.067
Head Swimming**	.051	.059	.067
Head Baseball	.041	.049	.057
Head Baseball - Summer	.063	.071	.079
Equipment Manager	.035	.041	.048
Head Volleyball	.032	.038	.045
Head Tennis	.032	.038	.045
Head Golf	.032	.038	.045
Head Softball	.041	.049	.057
Head Soccer	.041	.049	.057
Head Cross Country	.032	.038	.045
Head Cheerleader Advisor	.032	.038	.045
Head Pom Pon Advisor	.032	.038	.045

* Extra Compensation Ratio: The percent by which the MA+24, old Step 12/new Step 11 is multiplied to give the annual extra compensation.

** An additional swimming coach will be provided when regular participation in swimming exceeds the ratio of twenty (20) students: one (1) coach.

18.27 Extra-Duty Compensation Ratio – Senior High Asst. Coaches

EXTRA-DUTY COMPENSATION RATIO*
Steps Based on Years of Coaching Experience
Senior High School

Position	Step 1 (1-5 Yrs.)	Step 5 (6-10 Yrs.)	Step 10 (Over 10 Yrs.)
Assistant Football	.044	.053	.062
Asst. Basketball	.041	.049	.057
Asst. Track	.048	.055	.063
Asst. Wrestling	.041	.049	.057
Asst. Gymnastics	.031	.039	.047
Asst. Swimming**	.031	.039	.047
Asst. Baseball	.032	.038	.045
Asst. Volleyball	.029	.034	.039
Asst. Tennis	.029	.034	.039
Asst. Softball	.032	.038	.045
Asst. Baseball - Summer	.048	.055	.063
Asst. Soccer	.032	.038	.045
Asst. Golf	.029	.034	.039
Asst. Cross Country	.029	.034	.039

* Extra Compensation Ratio: The percent by which the MA+24, old Step 12/new Step 11 is multiplied to give the annual extra compensation.

** An additional swimming coach will be provided when regular participation in swimming exceeds the ratio of twenty (20) students: one (1) coach.

19 INSURANCE & RETIREMENT

19.1 Group Hospitalization Surgical Medical Plan

[Medical benefits and procedures (including subparagraphs 19.1.1.1 through 19.1.1.6 below) are not subject to the grievance procedure but may be appealed under Section 14.5 of Attachment A.]

19.1.1 Plan Language

The Board shall provide each eligible teacher [except where both spouses are employees, only one (1) shall be eligible for family coverage] an opportunity to participate in a group hospitalization and surgical/medical benefit plan (the "Plan"), comparable to "Attachment A." The benefits under the Plan shall equal or exceed the benefits described as the "Specific Benefit Provisions" attached hereto as "Attachment B" which was supplied by the Association, subject to the marked modifications and the following modifications and conditions:

19.1.1.1 Terminology Used in Attachment B

Terms used in Attachment B (including, without limitation, the terms "co-payment," "co-insurance," "deductible," "stop-loss," "maximum aggregate benefit," "service," "covered service," "covered expense," "preauthorization," "mental health and substance abuse," "emergency room," "primary care provider," "primary provider network," "network," "outpatient service," "transitional service," "inpatient service," and "benefit period") shall be defined as set forth in the Plan.

19.1.1.2 Reasonable and Customary Fees Terminology

The phrases "reasonable and customary fees," "reasonable and customary charges," and any similar phrase used in Attachment B, shall be defined to mean "Usual and Customary Charges," as defined in the Plan.

19.1.1.3 Percentile Used in Determining Usual and Customary Charges

The percentile used for purposes of determining a "Usual and Customary Charge" under the Plan shall be the percentile specified and certified by the Association as the percentile used as of the date of this Agreement by the WEA Insurance Corporation.

19.1.1.4 Clarification of References

In applying Attachment B, the terms "we" and "us" shall be defined to mean "the Plan," the term "our" shall be defined to mean "the Plan's," and the term "policy" (and variations thereof) shall be defined to mean "the Plan." Furthermore, the Plan Administrator, as defined in the Plan, or its delegate, shall act on behalf of the Plan. In addition, Attachment B shall be interpreted and applied in accordance with the procedures set forth in the Plan. All preauthorization or similar procedures described in Attachment B shall be applied in accordance with the procedures described in the Plan.

19.1.1.5 Limitations

In addition to the limitations set forth in Attachment B, all benefits set forth in Attachment B shall be subject to the general limitation in the Plan that *"no Service...will be a Covered Service unless the Service is prescribed by a Physician and the Plan Administrator, or its delegate, finds the Service to be Medically Necessary and Medically Appropriate to diagnose or treat an Injury or Illness of a Covered Person."* Also, the deductibles, co-payment, co-insurance and stop-loss provisions of the Plan and the benefit period over which such limits are applied under the terms of the Plan shall apply to benefits described in Attachment B. References to similar limits under Attachment B shall not be read to duplicate deductible, co-payment or co-insurance requirements.

19.1.1.6 References to "Wisconsin Law"

For purposes of applying any provision of Attachment B that refers to benefits required to be provided under Wisconsin law or to benefits mandated under Wisconsin law, the term "Wisconsin law" (and any similar phrase) shall mean laws of the State of Wisconsin applicable to self-funded health plans of school districts.

19.1.2 Cost to Teachers

The Board shall pay the cost of such group hospitalization and surgical/medical benefit plan; provided, however, that effective for the 2009-10 school year members of the bargaining unit will contribute nineteen dollars (\$19.00) per month to the cost of single health insurance and thirty-eight dollars (\$38.00) per month to the cost of family health insurance and effective for the 2010-11 school year members of the bargaining unit will contribute nineteen dollars and seventy-five cents (\$19.75) per month to the cost of single health insurance and thirty-nine dollars and fifty cents (\$39.50) per month to the cost of family health insurance.

The employee premium will be adjusted annually by the same percentage as the change in the base teacher salary, unless such an adjustment is contrary to law.

Employee premium contribution increases will become effective in the same pay period as the base salary increase becomes effective.

19.1.3 Prescription Drug Plan

A prescription drug plan will be provided with a five dollar (\$5.00) deductible per generic prescription individual payment, fifteen dollar (\$15.00) deductible per brand/formulary prescription individual payment, and twenty-five dollar (\$25.00) deductible per brand/non-formulary prescription individual payment, during the term of this agreement. The District will issue prescription insurance plan cards to teachers as part of its prescription insurance plan. Teachers will be responsible for the deductible payment at the time of purchase.

19.1.4 Wisconsin State Mandates

The plan will include any Wisconsin state mandates for health care benefits that school districts are required to follow. The cost of any new benefits mandated by law during the term of this Agreement will be shared equally between the participants and the District.

19.2 Insurance Participation for Teachers on Leave

Any teacher on a leave of absence will be eligible to participate in the group hospitalization and surgical/medical benefit plan provided s/he pays the full premium cost, except the payment may be waived as provided elsewhere in this Agreement.

19.3 Disability Benefit

The District shall pay one hundred percent (100%) of the total cost of a ninety percent (90%) Long Term Disability plan with a sixty (60) day wait period.

19.4 Group Life Insurance Plan

19.4.1 Teacher/Board Contributions

The Board shall make available a Life Insurance Group Plan. Teachers shall pay the premium called for by the plan. The Board shall add an amount equal to thirty-two percent (32%) of the teacher contribution toward this plan.

19.4.2 Comparable Plan

The Board shall provide a plan comparable to that in effect August 24, 1988, during the term of this Agreement.

19.5 Group Dental Benefit Plan

The Board shall provide each teacher the opportunity to participate in a group dental benefit plan comparable to that in effect August 24, 1988. Participants will pay one dollar (\$1.00) per month per year for single coverage or three dollars (\$3.00) per month per year for family coverage through an automatic salary deduction established by the Payroll Department.

19.6 Retirement Plan**19.6.1 Wisconsin Retirement System**

All teachers shall be included in the Wisconsin Retirement System.

19.6.2 Board Contribution to Plan

Effective with the date this agreement is approved, the Board shall pay to the Department of Employee Trust Funds, Wisconsin Retirement System, the contributions required by the statutes to be deducted from the earnings of each participant, an amount equal to 6.2% of each participant's salary schedule, including extra-duty compensation, earnings, as well as summer school compensation covered by the statutes, all based on the following conditions:

19.6.2.1 Payment by Member

That for the purposes of said statutes, said payment by the Board shall be considered to have been made by the said participating members; and

19.6.2.2 Not Monthly Compensation

That said payments by the Board shall not be considered additional monthly compensation in computing the amount of the pension payable under the statutes.

19.6.3 Reporting of Board Contributions

Further, all such payments of contributions by the Board shall be reported to the Wisconsin Retirement System in the same manner as though deducted from the earnings of participating employees, and all such payments of contributions made by the Board shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payments made by the Board shall not be considered municipality contributions.

19.7 Tax Sheltered Annuities

The Board shall make available payroll deductions for tax sheltered annuities, if allowed by law. (In addition to the normal contribution to the Wisconsin Retirement System, a teacher may, in lieu of compensation, have a tax sheltered annuity purchased by the District with the provision that the amounts for this annuity be currently non-taxable, the annuity itself being fully taxable upon receipt, if allowed by law.)

19.7.1 T.S.A. Committee

A committee consisting of two (2) employees appointed by the Association and the District's Benefits Supervisor and Payroll Supervisor [or two (2) other persons appointed by the Superintendent] will meet at times they may agree, to find a system to assure more prompt payment of tax sheltered annuity moneys to the T.S.A. providers after such is deducted from the employee's paycheck. The committee's report will be forwarded to the Superintendent and Board after such is completed.

19.8 Liability Insurance

The Board shall provide liability insurance which covers the cost of legal defense and judgments up to \$1,000,000 for tort liability incurred in the course of employment with the Board. In addition, the District shall defend all legal actions against a teacher which arise out of the performance or nonperformance of his/her regular duties, including, but not limited to, negligence or malpractice claims and which are not otherwise covered by the liability insurance provided by the Board, in accordance with Section 895.46, Wisconsin Statutes.

19.9 Early Retirement

A teacher may retire early at age fifty-five (55) providing that the teacher has taught at least fifteen (15) years in the District. The fifteen (15) years of service shall be calculated as set out in Section 14.1 of the labor agreement. The retiring teacher shall be eligible for continuing hospital surgical/medical coverage subject to all terms and conditions of the hospital surgical/medical plan. The hospital surgical/medical coverage will be comparable to that in effect for active teachers as set out in this labor agreement.

Teachers whose retirement is effective on or after September 1, 2004 through August 31, 2007 will make monthly contributions toward the health plan on the same basis as active teachers.

Teachers whose retirement is effective on or after September 1, 2007, who are eligible for contractual early retirement incentives and who select family hospital/surgical/medical insurance shall be responsible for thirty percent (30%) of the difference between the family premium and the single premium from the time of retirement until they become eligible for Medicare. Teachers who select single hospital/surgical/medical insurance shall make monthly contributions toward the health plan on the same basis as active teachers.

19.9.1 Notification to the District

Teachers wishing to avail themselves of this early retirement option must notify the Human Resources Department in writing of such intention prior to January 15 of any year or no less than ninety (90) days prior to the start of the second semester when retirement is to be at the end of the first school semester.

19.9.2 Early Retiree Spouse Insurance

In the event of the death of the early retiree prior to the exhaustion of the early retiree's health insurance benefit provided by Section 19.9 above, the surviving spouse may continue single hospital surgical/medical coverage without cost providing such spouse was covered under the terms of the District hospital surgical/medical family coverage at the time of the retiree's death. This single coverage will terminate when the early retiree's family coverage retirement benefit would have ended had the early retiree survived or pursuant to the terms of the hospital surgical/medical plan, whichever results in an earlier termination. The surviving spouse may be eligible to continue coverage at the surviving spouse's expense, if the hospital surgical/medical plan permits.

19.10 IRS 125 and 129 Plans

19.10.1 The Board shall make available to teachers a program which implements the provisions of IRS 125 and 129, commonly referred to as a "Cafeteria Plan," to include but not limited to the ability to "shelter" insurance payments, day care costs, etc.

19.10.2 The Board shall include teacher benefits that qualify for the 125 shelter as presented by the Association so long as this inclusion is at no cost to the Board other than normal administrative costs.

19.10.3 The plan will be administered through an administrator of the District's choice.

20 DUES DEDUCTION & FAIR SHARE

20.1 Association Membership

The Association, as the exclusive representative of all the teachers in the bargaining unit, will represent all such teachers, Association and non-Association, fairly and equally, and all teachers in the unit will be required to pay, as provided in this Section, their fair share of the costs of representation by the Association. No teacher shall be required to join the Association or other labor organization, but membership in the Association shall be made available to all teachers who apply, consistent with the Association Constitution and Bylaws. No teacher shall be denied Association membership because of race, creed, color, sex, handicap or age.

20.2 Fair Share Payroll Deduction

The Board agrees that effective thirty (30) days after the opening of school or for teachers hired after the opening of school, in which case thirty (30) days after the date of initial employment, for teachers who have not authorized deductions as provided in Subsection 20.3 below, the Board will deduct from the biweekly [occurring every two (2) weeks] earnings of all such teachers in the collective bargaining unit an amount of money equivalent to the annual cost of representation certified by the Association as the current cost of representation uniformly required of all members of the Association, and pay the amounts to the Association as soon as possible after collection.

20.3 Membership Dues Payroll Deduction

The Board shall deduct dues of members of the Association from the payroll checks of those who have authorized such deductions in writing. Authorization to collect dues via payroll deduction shall remain in effect permanently unless countermanded in writing to the District and the Executive Director of the Association prior to August 1 of any given year. The Association will certify to the District the amount of the biweekly dues deduction and the number of pay periods such is to be collected at least fifteen (15) days prior to the time the dues are first to be deducted. The Board will pay the amounts to the Association as soon as possible after collection.

20.4 Changes in Deduction Amounts

Changes in the amount to be deducted as set forth in Subsection 20.2 above shall be certified by the Association no less than fifteen (15) working days before the effective date of the change.

20.5 List of Deductions

The Board will provide the Association with a list of teachers from whom deductions are made with each biweekly remittance to the Association.

20.6 Board's Liability for Deductions

The Board's liability to the Association is limited to the collection of the funds herein specified and remittances to the Association in accordance with the procedures herein set forth.

20.7 Non-Members/Service Fee

Any teacher who was exempt from paying dues, fair share or service fees under the previous Agreement, will no longer remain in an exempt status. Employees represented by the Association may thereafter exercise membership rights or fair share rights in accordance with federal and Wisconsin law.

20.8 Correction of Deductions

Any error discovered with respect to the deduction of dues, fair share or service fee shall be brought to the attention of the Association and the Association shall make any necessary corrections and/or adjustments if such is its error. The District shall correct its errors by making appropriate adjustments in the next submission of funds to the Association. Such correction may require that adjustments with the approval of the Association be made to a paycheck of a teacher or teachers.

21 SICK LEAVE

21.1 Number of Sick Leave Days

Each regular, full-time teacher will be allowed ten (10) days of sick leave each school year if s/he is absent due to personal illness. Part-time teachers and teachers who have individual contracts of less than a full year will be allowed the sick leave benefit on a prorated basis.

21.2 Accumulation of Sick Leave Days

The ten (10) days of sick leave will be credited at the beginning of each school year. Any unused sick leave credit may be accumulated up to a maximum of one hundred thirty (130) days for each teacher.

21.3 Use of Accumulated Sick Leave

A teacher requesting approval of the use of accumulated sick leave shall have a form completed by his/her licensed physician indicating the nature of his/her illness and shall forward such form to the Superintendent or his/her designee. A teacher need make only one (1) request per year for use of accumulated sick leave except in cases where the repeated use of accumulated sick leave exceeds five (5) consecutive work days. Upon receipt of the form, the Superintendent or his/her designee will present the request of this use of accumulated sick leave to the Board.

21.4 Accumulated Sick Leave Days Credit

Upon beginning employment with the Board, a teacher previously employed by a school district as a full-time certified teacher shall receive as accumulated sick leave days, seventy percent (70%) of this total: ten (10) times (the teacher's step placement on the salary schedule); except that a teacher shall not receive more than the maximum number of accumulated sick leave days allowed under Subsection 21.2.

21.5 Worker's Compensation Sick Leave Credit

A teacher absent as a result of being injured while at work may supplement Worker's Compensation by taking accumulated sick leave in fractions (to the nearest tenth) of days. A maximum of up to ten (10) days sick leave credit in any one school year will be reinstated to offset sick leave taken for the purpose of supplementing Worker's Compensation during that year.

21.6 Accounting of Sick Leave

Every teacher shall receive an accounting of sick leave usage annually.

22 LEAVE OF ABSENCE

22.1 Short Term Leaves

Leave of absence without loss of pay will be granted as follows:

22.1.1 Funeral Leave

A total of five (5) days will be allowed, when requested, for each death in the immediate family. This five (5) day leave may not extend beyond two (2) calendar days after the funeral. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandson, granddaughter, and any other person to whom the teacher stood in the mutually acknowledged relation of parent or child.

22.1.2 Critical Illness Leave

A total, not to exceed five (5) days in any one school year, may be allowed for absence due to the illness of members of the immediate family when the illness is critical and requires the immediate presence of the teacher. Such absence is not allowed to take care of a patient, but allowed only when the illness of a relative is considered at a crisis state requiring the attendance of the teacher. A doctor's statement may be requested to establish eligibility.

22.1.3 Delivery/Adoption of Child Leave

A teacher may be absent with pay no more than one (1) day to attend the delivery of his/her child. A teacher may be absent with pay no more than one (1) day for the adoption of his/her child.

22.1.4 Emergency Leave

Under extreme circumstances, emergency leave of not more than three (3) consecutive days may be granted a teacher at the sole discretion of the Superintendent upon written application by the teacher forwarded to the Superintendent via the teacher's principal or supervisor. The written application shall include details of the extreme circumstances which made the absence unavoidable.

22.1.5 Personal Leave Days

A teacher may take up to two (2) days per school year of unrestricted personal leave and receive compensation at the rate of fifty percent (50%) of his/her daily rate of pay as determined by Subsection 18.9, upon condition that:

22.1.5.1 Written Request

The teacher submit a written request to his/her principal or other supervisor and the Human Resources Department at least three (3) days before the day s/he desires personal leave; and,

22.1.5.2 Restriction of Days

The teacher's request is not for a day immediately before or after either a holiday or recess period; and,

22.1.5.3 Substitute Available

The teacher's principal or other supervisor and the Human Resources Department can secure an adequate substitute if the principal or other supervisor deems a substitute is needed.

22.1.6 Educational Conferences

Absence to attend educational conferences and/or meetings will be permitted, pursuant to existing Board policy.

22.2 Medical Leave of Absence

A teacher who is unable to perform his/her regular duties due to illness automatically shall be placed on a medical leave of absence after s/he has used all accumulated sick leave; such leave shall extend at most for two (2) full semesters or until s/he is covered by Medicare, whichever is shorter; during this medical leave of absence, the teacher shall not receive any compensation except the teacher may continue existing participation in medical and life insurance with the Board paying the cost thereof.

22.3 Long Term Leaves

Leave of absence without compensation will be granted as follows:

22.3.1 Educational Leave – Non-Tenured Teacher

A non-tenured teacher will be granted up to a one (1) school year leave of absence for educational purposes.

22.3.2 Educational Leave – Tenured Teacher

A tenured teacher will be granted up to two (2) school years leave of absence for educational purposes.

22.3.3 Travel Leave

A teacher will be granted a one (1) year leave of absence for purposes of travel.

22.3.4 Child Rearing Leave

For a teacher who desires a child rearing leave which will begin as of the teacher's last day of work (sick leave usage shall be considered a day of work for purposes of this Section) and may last for up to two (2) complete semesters after the semester during which such leave begins. If a vacant position is not available at the end of two (2) full semesters, then the leave shall be extended and the teacher shall be offered the next vacant position for which s/he qualifies. If the teacher does not return to the vacant position, the teacher's employment shall be terminated.

22.3.5 Association Leave

For a teacher who is appointed to a full-time position with the Association, except that such leave shall not be extended beyond a total of five (5) years.

22.3.6 Service in Political Office Leave

For service in a local, state, or federal political office except that leaves granted for this purpose shall not be for less than the remainder of the semester in which the leave is started nor for more than five (5) years.

22.3.7 Personal Leave of Absence

The Human Resources Department may grant the request of a full-time teacher for a personal leave of absence up to one (1) school year so long as no other leave of absence provision set forth in Section 22 applies.

22.3.8 Temporary Assignment to Part-Time Teacher

The Human Resources Department may grant the request of a full-time teacher to be temporarily assigned to a part-time position for up to one (1) school year; such teacher shall return to a full-time position at the end of the temporary assignment.

22.3.9 Return from Leave of Absence

A teacher returning from a leave of absence will be placed on the salary schedule at the step and level for which s/he qualifies. All sick leave previously accumulated shall be reinstated.

22.4 Association Business Leave

Teachers shall be excused for Association business without loss of salary. The Association shall reimburse the District for the cost of the substitute(s) when utilized. The Association will make reasonable effort to submit, in writing, such leave requests at least three (3) days prior to the release date. All requests will be made by the Executive Director of the Association. When such leave is to provide a benefit to the District, as well as the Association, the release will be made at no substitute cost to the Association. The Superintendent or his/her designee shall determine whether a benefit to the District can be expected. At no time shall such release be utilized by the Association for a concerted effort toward a job action. Such requests can be denied when qualified substitutes are not available and the Superintendent or his/her designee determines that substitutes are necessary. No more than twelve (12) teachers may be released at any one time unless such is mutually agreed upon by the parties.

22.5 Release Time Presidency

22.5.1 Each school year the Association shall be provided upon request with up to one hundred eighty-seven (187) days [or ten (10) months if under extended contract] of released time to be used by the Association President for the transaction of Association business as Association President directly related to the Association's responsibilities and functions. The Association shall inform the District of its intent to exercise this provision no later than July 1st of the year a new president is elected.

The total hours scheduled for the Association President during the school year for which s/he will be released are 1,402.5 hours. The Association President shall not be restricted in the activities performed during that portion of these hours paid by the Association's reimbursement of the District for the full cost of the long-term substitute teacher as provided in Section 22.5.2. During the balance of the hours of release time paid by the District, the Association President shall only engage in activities authorized by s. 111.70(3)(a)(2) of the Wisconsin Statutes or in District sponsored activities engaged in by other teachers either on a voluntary basis or compensated by the District.

22.5.2 The Association shall reimburse the District, at the general long-term substitute rate of pay, for the cost of a long-term substitute teacher during each year when the language in Section 22.5 Release Time Presidency is exercised. Appropriate documentation regarding the cost of the long-term substitute teacher will accompany the District's request for reimbursement.

22.5.3 The Association President shall maintain a log of activities and the amount of time spent on the activities occurring during the period of release time. The log of release time paid by the District shall be made available to the District's Superintendent of Schools upon reasonable notice to the Association's Executive Director.

22.5.4 If the District believes the Association President used release time paid by the District for activities not authorized in Section 22.5.1, the following process shall be followed:

22.5.4.1 The Superintendent or his/her designee will notify the Association, in writing, of the activities that are believed not to be in compliance with the activities authorized in Section 22.5.1.

22.5.4.2 Upon receipt of the notification from the Superintendent or his/her designee, the Association President will temporarily suspend, during release time paid by the District, the identified activities which are believed not to be in compliance with the activities authorized in Section 22.5.1.

22.5.4.3 The Association will provide the Superintendent or his/her designee with written clarification regarding the identified activities believed not to be in compliance with the activities authorized in Section 22.5.1.

22.5.4.4 If the District and the Association cannot agree that the identified activities are authorized under the language in section 22.5.1, the District and the Association will jointly file a request for a declaratory ruling by the Wisconsin Employment Relations Commission (WERC) as to whether the identified activities are authorized by s. 111.70(3)(a)(2) of the Wisconsin Statutes.

22.5.4.5 If the WERC determines that the challenged activities are not authorized by s. 111.70(3)(a)(2), the Association President will not engage in any such activities in the future during release time paid for by the District. All District-funded time spent in the activities not authorized under the language in Section 22.5.1, and not covered by s. 111.70(3)(a)(2) will be reimbursed by the Association to the District at the Association President's hourly rate of pay, plus the pro-rata cost of benefits.

22.5.5 The use of such paid time shall not unreasonably interfere with normal school operations or functions.

22.5.6 The Association President will maintain the right to return to the bargaining unit position held prior to the utilization of released time under this Agreement and the parties agree to waive any contract language regarding the use of long-term substitutes that may interfere with the President's right of return to a previously held position.

If position(s) held by the Association President no longer exist upon return to teaching duties, the Human Resources Department and the Association Executive Director will meet to determine appropriate placement. Absent agreement between the parties the District may unilaterally place the Association President.

22.5.7 The release of the Association President under this Section does not count toward the total number of teachers released specified in Section 22.4 (Association Business Leave).

22.5.8 The release time President will continue all benefits provided by this contract including salary, insurance, retirement and the accrual of seniority.

23 CITIZENSHIP RESPONSIBILITIES

23.1 Jury Duty

A teacher who loses time from work to serve on a jury will be paid the difference between any fees s/he received for such service and his/her regular compensation. To qualify for this benefit, the teacher must obtain an official record of jury service dates and fees and must present the record to his/her principal or supervisor.

23.2 Political Rights

All teachers will be guaranteed full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussion of political issues, campaigning for candidates, and running for and serving in public office.

23.3 Restriction of Political Promotion

Teachers shall not use their instructional prerogative to promote political candidates, parties, or activities.

23.4 Service in Reserve/Guard

A teacher who is a member of the U.S. Armed Forces Reserve or Wisconsin National Guard and is called for short-term emergency duty shall receive the difference between his/her Reserve or Guard pay and his/her regular teacher's salary for no more than ten (10) school days.

23.5 Attendance at Conventions/Meetings (Political Office)

The Superintendent of Schools at his/her sole discretion may grant a teacher the difference between any remuneration due from municipal or county office and his/her salary when s/he attends infrequent conventions, meetings, or hearings directly related to the responsibilities of his/her office.

24 CURRICULUM & INSTRUCTION

24.1 Development of Curriculum and Instruction

The Board and the Association recognize the important role the teachers play in the development of curriculum and instruction if a quality education program is to be attained.

24.2 Recommendations to Board

The Board and the Association will insure the continuing participation of teachers in an advisory capacity on committees which are formed for making recommendations to the Board concerning, but not limited to, the following:

- Text and supplementary materials
- Courses or curricula for teaching
- Student-teacher roles
- Pupil progress reporting and student records

24.3 Teacher Attendance

When a teacher representative of the Association is mutually scheduled to meet during the school day on any District committee discussing items of curriculum and instruction, a substitute teacher shall be provided and the teacher shall suffer no loss in pay.

25 JOINT JOB DESCRIPTION COMMITTEE

25.1 Committee Members

A Joint Job Description Committee will be established which consists of the following members:

- Executive Director of Human Resources or his/her designee, who shall serve as chairperson
- Two (2) District representatives as designated by Executive Director of Human Resources
- Three (3) persons as designated by the Executive Director of the Association; one (1) of which shall serve as the vice-chairperson.

25.2 Committee Charge

The Committee is charged with writing a job description of positions if either the Association, the administrative staff, or the Board requests a definition or redefinition of a position.

25.3 Recommendation to Board

The Committee shall make a recommendation to the Board for its approval.

25.4 Requests to Committee/Meeting Time

Requests for a job description shall be made in writing to the chairperson of the Job Description Committee. S/he shall call a meeting within ten (10) school days upon receipt of the request.

26 ADMINISTRATIVE REASSIGNMENT TO A POSITION WITHIN THE UNIT

26.1 Administrator Return Rights

In the event that an administrator is not assigned to an administrative position, the administrator may be assigned to a teaching position for which s/he may be qualified and certified. The administrator's right to such position shall be the same as any other teacher under the terms of this Agreement. The administrator's length of service shall be as defined in LENGTH OF SERVICE. The administrator so returned shall be placed on the level and step of the salary schedule for which s/he is qualified.

27 MISCELLANEOUS

27.1 Association Bulletin Boards

The Association shall have a bulletin board in each building where bargaining unit members are assigned. The postings on the bulletin board shall be under the exclusive control of the Association.

27.2 Association Announcements

Brief announcements of Association meetings, reminders, and requests may be read over the intercom system in each building. Such announcements shall be made at the times regularly scheduled for announcements in each building and may also be placed in the school bulletins.

27.3 Intra-School Communication

27.3.1 School Mail

The Association shall have the right, to the extent permitted by law, to use the school mail. In the event that the District believes that the Association has used the school mail contrary to the extent permitted by law, the District and the Association agree to select an arbitrator from a WERC panel and arbitrate the issue. In the event the arbitrator determines that the Association has used school mail contrary to the extent permitted by law, Section 27.3.1 will be null and void and will not be part of the status quo for future bargains. The expenses of the arbitration will be divided equally between the parties.

27.3.2 Mailboxes

The Association shall have the right to place material in the mailboxes of bargaining unit members. The material must be identified as coming from the Association. Furthermore, an informational copy of all such materials must be placed in the mailbox of the principal.

27.3.3 Scheduling of Meetings

The Association shall have the right to schedule meetings of its bargaining unit members in the school buildings before or after the teacher work day and during the duty free lunch period providing such meetings do not conflict with mandatory District assignments/meetings and providing that space is available.

27.3.4 Notices of Decisions at Staff Meetings and Payday Team Meetings

Decisions made at building staff meetings and Payday Team meetings that affect bargaining unit members shall be posted or published. Publications may include daily bulletins or weekly bulletins. Minutes of said meetings, if taken, shall be available for inspection by the Association upon request.

27.4 School Visits by the Association

Upon notification to the school principal, or in the principal's absence to the acting administrator, the Board shall permit the Executive Director of the Association or the Executive Director's designated representative to visit the schools for any purpose relating to the terms and conditions of this agreement provided that such visitation does not interfere with normal teaching duties of the teacher interviewed. If conferences of teachers or other bargaining unit members are necessary, they shall be scheduled as to not interfere with the instructional program. The Association's representative shall report to the school office immediately upon arrival.

27.5 Records and Information

A copy of the official agenda of the regular Board meeting, and any such related attachments, will be given to the Association prior to said meeting and at approximately the same time that it is provided to the Board. Also, the Association will be provided with copies of all documents related to the agenda not otherwise included with the agenda prior to or during such meeting and as soon as reasonably practical. This excludes all documents that are privileged or protected by law from disclosure.

27.6 Building Safety**27.6.1 Protection of Students/Employees**

The Board and the Association agree that it is important to protect the health, safety and well-being of students and employees. All bargaining unit employees are encouraged to bring apparent safety problems to the attention of the building administrator.

27.6.2 Health/Physical Safety

No employee shall be required to perform work that endangers his/her or any other employee's health or physical safety in the event such determination is made by the proper public safety official.

27.6.3 Reimbursement for Personal Property Damage

The Board shall reimburse teachers for the reasonable value of any clothing or personal property damaged or destroyed as the result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his/her employment.

27.7 Payroll Deduction for Other Items

Any change in the payroll deduction of professional dues and other items concerning individual teacher welfare (i.e., Educator's Credit Union, bank deposit plans, savings bonds, etc.) from those in use on the effective date of this Agreement, shall be accomplished upon request of the Association and by a withholding plan acceptable to the Business Office.

27.8 Names and Addresses – New Teachers

Names and addresses of newly hired teachers shall be provided to the Association within ten (10) working days after the District receives the teacher's signed individual contract. The term "working days" as used in this Subsection shall mean any week day except Saturday and Sunday, except those week days on which a holiday falls.

27.9 Contract Distribution

Within thirty (30) days of ratification of the Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to each teacher in the District and two hundred (200) copies to the Association.

27.10 Physical/Occupational Therapists Release Time

Physical Therapists and Occupational Therapists shall have equivalent release time for professional meetings in place of the inservice state teachers' convention.

27.11 Student Treasury Advisor

A student treasury advisor shall work without additional compensation the time necessary at the close of a school session in order to properly close the account books.

27.12 Liquidated Damages

Teachers who resign from their individual teaching contracts for other than health or retirement purposes shall forfeit four hundred dollars (\$400) if the resignation is received between August 1 and October 1. If a teacher is still displaced after the last Arena Style Staffing Event, then liquidated damages will be assessed between September 1 and October 1. Release from individual contracts after October 1 shall be at the discretion of the Board. The collection of liquidated damages by the District shall not affect its contractual obligation to collect the balance of the Association's dues or fair share payable to the Association at the time of such teachers' resignations. The District is not, however, obligated to collect dues or fair share obligations if the salaries due and owing the teachers are insufficient.

27.13 Charter Schools

The parties agree that all charter schools that are instrumentalities of the District will be governed by the provisions in this Agreement unless modified or waived by mutual, written agreement.

28 ENTIRE AGREEMENT

28.1 Full and Complete Agreement

This Agreement reached as a result of collective bargaining represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. Any supplemental amendments to this Agreement shall not be binding upon either party unless executed in writing by the parties hereto.

28.2 Invalid by Operation of Law

If any Section or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section or part.

28.3 Negotiate Impact of Board Decisions/Rules/Policies

Changes in Board decisions, rules or policies which affect the wages, hours or conditions of employment shall be transmitted to the Association in writing and the impact thereof shall be subject to negotiations between the parties at reasonable times during the term of this Agreement. When said negotiations are required, this Agreement shall be amended or modified to incorporate any agreement(s) reached in said negotiation.

28.4 Tentative Agreement

It is understood that no tentative agreement will be implemented prior to the total labor agreement being ratified by the respective parties except as specifically agreed to in writing by the parties.

It is further understood that in the event the collective bargaining agreement is not ratified by either of the respective parties or deadlock or impasse is reached, the tentative agreements are void except as specifically agreed to in writing by the parties.

29 DURATION

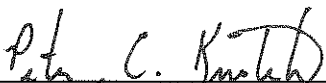
29.1 Duration Dates

This Agreement shall be binding upon the parties hereto and shall be in full force and effect from July 1, 2009, through June 30, 2011. It shall automatically be renewed under the same terms and conditions for consecutive yearly periods thereafter unless either party, prior to January 1 of any year, notifies the other party in writing of a desire to negotiate a changed Agreement.

29.2 Witness Signatures

IN WITNESS WHEREOF, we have hereunto set our signatures this 25th day of January, 2010.

RACINE EDUCATION ASSOCIATION



President



Executive Director




Chairperson, Welfare Committee

RACINE UNIFIED SCHOOL DISTRICT



President, Board



Clerk, Board

30 2009-10 SALARY SCHEDULES (Appendix A)

30.1 Teachers Salary Schedule

Teachers who have been hired under an emergency permit will be frozen at old Step 2/new Step 1 until the time that s/he has obtained his/her initial educator's license. At the time that s/he obtains his/her initial license, s/he will be placed on the schedule commensurate with his/her applicable experience.

BASIC SALARY SCHEDULE FOR TEACHERS							
Level of Preparation		"A" IV	"B" V	"C" VI	"D" VII	"E" VIII	"F" IX
Old # 2008- 09	New Step # 2009- 10	BA	BA+12	BA+24	MA	MA+12	MA+24
2	1	38,550	40,555	42,559	44,564	46,954	49,344
3	2	39,550	41,555	43,559	45,864	48,354	50,744
4	3	40,550	42,555	44,559	47,164	49,754	52,144
5	4	41,550	43,555	45,559	48,464	51,154	53,544
6	5	42,550	44,555	46,559	49,764	52,554	54,944
7	6	43,550	45,555	47,559	51,064	53,954	56,344
8	7	44,550	46,555	48,559	52,364	55,354	57,744
9	8	45,850	46,555	49,859	54,064	57,054	59,444
10	9	47,150	49,155	51,159	55,764	58,754	61,144
11	10	48,450	50,455	52,459	57,464	60,454	62,844
12	11	49,750	51,755	53,759	59,164	62,154	64,544
13	12	51,050	53,055	55,059	60,864	63,854	66,244

30.2 Psychologists Salary Schedule

BASIC SALARY SCHEDULE FOR PSYCHOLOGISTS		
Step	B-Psych II	C-Psych III
1	57,054	
2	58,754	
3		64,544
4		66,244
5		67,944
6		69,644

30.3 Nurses Salary Schedule

BASIC SALARY SCHEDULE FOR NURSES		
Step	BSN	MSN
1	43,559	48,354
2	44,559	49,754
3	45,559	51,154
4	46,559	52,554
5	47,559	53,954

31 2010-11 SALARY SCHEDULES (Appendix B)

31.1 Teachers Salary Schedule

Teachers who have been hired under an emergency permit will be frozen at Step 1 until the time that s/he has obtained his/her initial educator's license. At the time that s/he obtains his/her initial license, s/he will be placed on the schedule commensurate with his/her applicable experience.

BASIC SALARY SCHEDULE FOR TEACHERS							
Level of Preparation	"A" IV	"B" V	"C" VI	"D" VII	"E" VIII	"F" IX	"G" X
Step	BA	BA+12	BA+24	MA	MA+12 or MA & Mastery	MA+24 or MA+12 & Mastery	PhD/EdD or MA+24 & Mastery
1	39,150	41,264	43,378	45,492	48,076	50,660	53,244
2	40,050	42,164	44,278	46,792	49,376	51,960	54,544
3	40,950	43,064	45,178	48,092	50,676	53,260	55,844
4	41,850	43,964	46,078	49,392	51,976	54,560	57,144
5	42,750	44,864	46,978	50,692	53,276	55,860	58,444
6	43,650	45,764	47,878	51,992	54,576	57,160	59,744
7	43,650	46,664	48,778	53,292	55,876	58,460	61,044
8	45,950	46,664	50,178	55,092	57,676	60,260	62,844
9	47,350	48,064	51,578	56,892	59,476	62,060	64,644
10	48,750	50,864	52,978	58,692	61,276	63,860	66,444
11	50,150	52,264	54,378	60,492	63,076	65,660	68,244
12	51,550	53,664	55,778	62,292	64,876	67,460	70,044

31.2 Psychologists Salary Schedule

BASIC SALARY SCHEDULE FOR PSYCHOLOGISTS			
Step	B-Psych II	C-Psych III	C-Psych III PhD
1	57,676		
2	59,476		
3		65,660	69,994
4		67,460	71,794
5		69,260	73,594
6		71,060	75,394

31.3 Nurses Salary Schedule

BASIC SALARY SCHEDULE FOR NURSES		
Step	BSN	MSN
1	44,278	49,376
2	45,178	50,676
3	46,078	51,976
4	46,978	53,276
5	47,878	54,576

32 CLASS SIZE REDUCTION PROGRAMS (Appendix C)

The purpose of this Section is to implement the class size reduction program (SAGE).

1. If there isn't enough classroom space available in the SAGE school, teachers within the grade level selected may volunteer to team teach in the newly created position. Should more than one teacher volunteer, the selection will be made on the basis of seniority.
2. If there are insufficient volunteers within the building, all selected positions that are to be team taught will be posted as per Section 15.4 (Vacancy Notices Posted) and selected as per Section 15.3 (Voluntary Assignment Criteria) of the Teacher's Labor Agreement.
3. All positions that will require teaming will be posted as units. Teams of two (2) teachers will post for the various units.
4. The two teachers who will be teaming will make the decision as to how the class will be structured. (For example, will all subjects be taught together? Will one teacher teach language arts and reading while the other one teaches science and math, etc?)
5. The team will be responsible for all parent/teacher conferences, grade reports and daily attendance.
6. Daily planning and/or weekly team meetings will occur depending on the structure of the class.
7. Supervision will be assigned as a team with consideration given to protecting team planning time.
8. The team will be evaluated as a team under Section 16 of the Teachers' Labor Agreement.
9. The senior teacher on the team shall be the "Lead Teacher."
10. All classes must be heterogeneously grouped as per District guidelines.
11. Special education students will be counted in the total number that's allotted for a particular grade [i.e., If the student is mainstreamed more than fifty percent (50%) of the time, s/he will be counted as 1.0. If the mainstreaming occurs less than fifty percent (50%) of the time, s/he will be counted as .50.].
12. In team situations, Section 10.1.7 does not apply.
13. Specialists' loads will not exceed a ratio of 30 to 1.
14. If one of the team members is absent, a substitute will be secured.
15. Once a teacher transfers into a teaming position, that person must remain for a minimum of that school year before a transfer may occur.

This Section will be null and void in the event the District no longer participates in the SAGE program or the SAGE program is modified in any significant way after the date of this agreement.

This same procedure, where applicable, will apply to the Federal Class Size Reduction Program (Clinton).